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Attorneys for Plaintiffs and the Certified Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BEATRICE PARKER and JEFFREY
GURULE, SR, on behalf of themselves, and
all others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

CHERNE CONTRACTING
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No: 4:18-cv-01912-HSG

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF PLAINTIFFS' MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, CLASS REPRESENTATIVE
INCENTIVE PAYMENTS, GENERAL
RELEASE PAYMENTS, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: December 2, 2021
Time: 2:00 p.m.
Ctrm: 2
Judge: Haywood S. Gilliam, Jr.

Complaint Filed: February 13, 2018
TAC filed: November 23, 2020

I, ERIC A. GROVER, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a partner in the law firm Keller Grover LLP, co-counsel for Plaintiffs Beatrice Parker and Jeffrey Gurule, Sr. (“Plaintiffs” or “Class Representatives”) and co-Class Counsel in this action. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently to the facts set forth below.

Class Counsel’s Experience:

2. Between September 1988 and October 2005, I was first an associate and then a shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States specializing in labor and employment law. During my 17 years at Littler, I practiced extensively in all areas of labor and employment law, including wage and hour law and class action defense. I also have extensive litigation experience, including numerous arbitrations and trying a number of cases to verdict in state and federal courts.

3. In the time I worked at Littler, I worked on many class action matters. The following is a list of various class action matters for which I was the lead or co-lead defense attorney:

- a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide uniforms.);
- b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent contractor vs. employee status, overtime, minimum wage and expense reimbursement claims.);
- c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County) (Overtime, minimum wage, expense reimbursement and waiting time penalties.);
- d. *Shields, et al. v. Lyon’s Restaurants* (San Diego County) (Manager misclassification.);
- e. *O’Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime, minimum wage and waiting time penalties.);
- f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time penalties.);

- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases* (Coordinated Proceeding of *Palmtag v. Jos. A. Bank Clothiers, Inc.* and *McClure v. Jos A. Bank Clothiers, Inc.*, Solano County Superior Court Case No. JCCP NO. 4479);
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases* (Coordinated Proceeding of *Avina v. Krispy Kreme Doughnut Corp. et al.* and *Hashimoto v. Krispy Kreme Doughnut Corp., et al.*, Alameda County Superior Court Case No. JCCP No. 4489);

- g. *Walgreens Overtime Cases* (Coordinated Proceeding of *Lebrecque v. Walgreen Healthcare Plus* and *Wright v. Walgreen Co.*, Los Angeles County Superior Court Case No. JCCP 4387);
- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. Case No. C 06-cv-03409 MJJ;
- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;

- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;
- z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior Court Case No. BC400422;
- ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San Francisco County Superior Court Case No. CGC 09-490181;
- ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco County Superior Court Case No. CGC 09-493709;
- gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court Case No. CGC 09-484456;
- hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court Case No. CGC 09-484496;
- ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County Superior Court Case No. CGC 06-449394;
- jj. *Wireless Advocates Wage and Hour Cases* (Coordinated Proceedings of *Turner, et al v. Wireless Advocates LLC*, *Reyna, et al. v. Wireless Advocates LLC* and *Burk v. Wireless Advocates LLC*), Los Angeles County Superior Court Case No. JCCP 4600;
- kk. *Matrix Service Wage and Hour Cases* (Coordinated Proceeding of *Hickman v. Matrix Service, Inc.* and *Alexander, et al. v. Matrix Service Company, et al.*), Alameda County Superior Court Case No. JCCP 4610;
- ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern District of California Case No. 08-cv-3893 CW;
- mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County Superior Court Case No. CGC 10-501832;
- nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda County Case No. RG 10-501301;

- 1 oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County Superior Court Case No. CGC 10-500633;
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- 3 pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-533750;
- 4 qq. *Placer Title Company Wage and Hour Cases* (Coordinated Proceedings of *Shults v. Placer Title Co.* and *Nazeri v. Placer Title Co.*), Sacramento County Superior Court Case No. JCCP 4567;
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- 6 rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County Superior Court Case No. MSC10-01071;
- 7 ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
- 8 tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- 9 uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No. RG 10-548469;
- 10 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*, Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- 11 ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior Court Case No. RG 10-550517;
- 12 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court Case No. CIVVS900679;
- 13 yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior Court Case No. RG12-624600;
- 14 zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court Case No. RG11-592345;
- 15 aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case No. RG 10-522846;
- 16 bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court, Northern District of California, Case No. C-11-cv-03586 YGR;
- 17 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa County Superior Court Case No. MSC12-00340;
- 18 ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court, Central District of California, Case No. 2:13-cv-02885 CBM;
- 19 eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case No. RG11 575618;
- 20 fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District of California, Case No. C-12-cv-5978-CRB;
- 21 ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern District of California, Case No. 4:12-cv-04650-YGR;
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- yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court, Case No. RG17844100;
- zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior Court CGC-17-557027;
- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court Case No. 17CV305656;
- cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550-CU-BT-CTL;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*, Napa County Superior Court Case No. 19CV000373;
- jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;
- llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;
- mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;
- nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;
- oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;
- pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;

qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL;

rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case. No. 20Cv-01484;

ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;

tttt. *Vallimont v. Westat, Inc.*, Sacramento County Superior Court Case No. 34-2019-00264440-CU-OE-GDS;

uuuu. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case No. 19CV001903; and

vvvv. *Vilitchai, et al., v. Ametek Programmable Power, Inc.*, San Diego Superior Court Case No. 37-2015-00025968-CU-OE-CTL;

www. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239.

Factual Background:

5. A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement”) entered into by Plaintiffs and Defendant Cherne Contracting Corporation (“Cherne” or “Defendant”) is attached hereto as **Exhibit A**. The Settlement Agreement is discussed below.

Class Counsel’s work litigating and settling this case:

6. Prior to bringing the action, my firm and co-Class Counsel expended time and effort in investigating, researching, and preparing this case for litigation. My firm and co-Class Counsel drafted and filed the initial complaint and drafted and submitted the PAGA exhaustion letter.

7. Once the litigation was underway, the parties conducted significant discovery. My firm and co-Class Counsel propounded multiple sets of written discovery, reviewed more than 1,600 pages of documents that Defendant produced, and assisted Plaintiff Parker in her responses to Defendant’s written discovery. Robert Spencer and I took 11 depositions and defended five, including the depositions of both Plaintiffs.

8. The litigation has involved substantive motion practice. My firm and co-Class Counsel opposed Defendant's motion to dismiss and later its motion for summary judgment. My firm and co-Class Counsel moved for class certification. Also, my firm and co-Class Counsel moved to amend the operative complaint as needed throughout the litigation and prepared and filed First, Second and Third Amended Complaints. Robert Spencer or myself attended all hearings in the action.

9. The Parties first attempted mediation in May 2019. Prior to that mediation session, co-Class Counsel and I engaged in discussions with Defendant's counsel regarding potential settlement. Prior to the formal mediation session, my firm and co-Class Counsel drafted and sent a detailed mediation information request to Defense Counsel. In response, Defendant provided relevant information and documents which we reviewed and analyzed in advance of the litigation. Co-Class Counsel and I participated in the initial mediation session. The parties however were unable to reach a settlement and the litigation continued.

10. Following the November 2020 Class Certification Order, the parties agreed to try mediation again. Prior to the second mediation, my firm and co-Class Counsel again drafted and sent a second detailed mediation information request to Defense Counsel. Defendant provided the relevant information and documents that we requested.

11. Using the information provided in response to the second mediation information request along with the information obtained through discovery and various motion papers, we had the following significant, relevant information in advance of the second mediation:

(A) The number of Class Members:

- There are approximately 1,891 total unique Class Members. The Class Period is period from December 18, 2016 through June 6, 2019, inclusive.
- All of the Class Members also fall within the definition of an Aggrieved Employee.

(B) The number of Qualified Paper Paychecks:

- There are an estimated 28,343 total "Qualified Paper Paychecks," *i.e.*, the number of times during the Class Period when Defendant's records demonstrate that a Class Member received a paper paycheck.

(C) The number of Aggrieved Employees:

- There are 2,211 Aggrieved Employees, *i.e.* all current and former hourly employees who worked for Defendant in California at any time during the PAGA Period. The PAGA Period is the period from December 18, 2016 through February 22, 2021, inclusive.
- Approximately 320 Aggrieved Employees are not also Class Members.

(D) The number of Qualified Pay Periods:

- There are an estimated 81,801 total “Qualified Pay Periods,” *i.e.*, the total number of pay period (as reflected in Defendant’s records) in which Aggrieved Employees performed work for Defendant during the PAGA Period.

12. The parties participated in a lengthy mediation session on February 22, 2021 with the Honorable Jeffrey K. Winikow (Ret.), a well-respected mediator with experience mediating wage and hour class actions. At the mediation, co-Class Counsel and I engaged in arm’s-length negotiations with Defense Counsel and Defendant. The parties were able to reach a tentative settlement. Following the mediation, Class Counsel drafted a detailed, formalized settlement agreement and exhibits and negotiated the language and terms with Defense Counsel until the Settlement Agreement, setting forth all of the settlement terms, and its exhibits were finalized and executed. *See Exhibit A.*

13. On June 8, 2021, Plaintiffs moved for preliminary approval of the settlement. My firm drafted and filed the motion for preliminary approval of the proposed class action and representative PAGA settlement and supporting papers.

14. The Court preliminarily approved the settlement terms set forth in the Settlement Agreement on July 29, 2021. *See* Dkt. 97 (the Court’s July 29 2021 Order Granting Preliminary Approval of the Class Settlement (“Preliminary Approval Order”).

15. After the entry of the Preliminary Approval Order, I and other attorneys at my firm have spent time speaking with Class Members and interacting with Defense Counsel and the Settlement Administrator on notice and settlement administration issues. I, attorneys at my firm, and co-Class Counsel will spend additional time working with the Defense Counsel, the

Settlement Administrator, speaking with Class Members, finalizing this motion, preparing and filing the final approval motion, and preparing for and attending the final fairness hearing.

Preliminary Approval and the Notice Process:

16. As noted, on July 29, 2021, the Court granted preliminary approval of the settlement, including the Settlement Agreement, and provisionally certified the Settlement Class. *See* Dkt. 97.

17. Pursuant to the Court's Preliminary Approval Order, the Class Members are defined as all current and former hourly employees who worked for Defendant in California and received one or more paper paychecks during the Class Period, which is the period from December 18, 2016 through June 6, 2019, inclusive. Settlement Class Members are those Class Members who do not submit a timely and valid request for exclusion.

18. The Preliminary Approval Order defines Aggrieved Employees as all current and former hourly employees who worked for Defendant in California at any time during the PAGA Period. The PAGA Period is the period from December 18, 2016 through February 22, 2021, inclusive. All Class Members are Aggrieved Employees. An additional 320 Aggrieved Employees are not Class Members.

19. The notice procedure set forth in the Settlement Agreement and approved in the Court's Preliminary Approval Order required the Court-approved Settlement Administrator, RG2 Claims Administration LLC ("RG2 Claims"), to distribute notice of the class settlement through U.S. mail.

20. RG2 Claims has submitted a declaration providing details of the notice process. The RG2 Claims Declaration is being filed concurrently herewith. RG2 Claims will submit a Supplemental Declaration in connection with the motion for final approval in October 2021.

21. Set forth below is a summary of the information contained in the RG2 Claims Declaration.

22. In accordance with the Preliminary Approval Order (Dkt. 97) and Scheduling Order (Dkt. 101), Defendant provided the RG2 Claims with the Class Data and Aggrieved

Employee Data. On September 2, 2021, RG2 Claims mailed the Court-approved Notice of Class Action Settlement (“Class Notice”) to Class Members.

23. To date, zero Class Notices have been returned by the Post Office as undeliverable. This information will be updated in RG2 Claims Supplemental Declaration.

24. Class Members do not have to file a claim to participate in the settlement. All Class Members have 45 days from the date that RG2 Claims initially mailed the Class Notice to them to opt out of or object to the settlement. The deadline to opt out or object is October 18, 2021.

25. As of the filing of this declaration, RG2 Claims has received no opt outs from Class Members and no objections.¹ Class Counsel has not received any objections or opt outs. Class Counsel has not received notice that any objections have been submitted to the Court.

26. The Class Notice provided Class Members with information on how to dispute the paycheck data used to calculate individual settlement payments. As of the date of this declaration, RG2 Claims has not received any disputes from Class Members.

27. The required CAFA notices were sent out on September 2, 2021.²

The Settlement Terms:

28. The Settlement provides that Defendant will fund the MSA in the amount of \$2,500,000 to resolve the claims covered by the Settlement. After subtracting out the amounts allocated to the PAGA Payment (\$500,000), Class Counsel’s fees and costs (fees not to exceed \$750,000 plus actual out-of-pocket costs, which are estimated not to exceed \$40,000), the General Release Payments (not to exceed \$40,000), the Class Representative Incentive Awards (not to exceed \$7,500), and the settlement administration costs (not to exceed \$16,000), the remaining funds, referred to as the Net Settlement Amount, will distributed in full to the

¹ An individual who is an Aggrieved Employee but is not a Class Member submitted an unauthorized opt-out from the PAGA settlement. Aggrieved Employees cannot opt-out of the PAGA settlement.

² On September 15, 2021, Defendant filed its confirmation of the September 1, 2021 CAFA notice mailing. (Dkt. 102).

1 Settlement Class Members. The Net Settlement Amount is estimated to be \$1,146,500.
2 Defendant does not have any revisionary interest in the MSA.

3 29. The Settlement also provides that \$500,000 of the MSA will be allocated to the
4 settlement of the PAGA claims. Of that amount, the Settlement provides that 75%, or \$375,000,
5 will be paid to the LWDA for enforcement of labor laws and education of employers and
6 employees about their rights and responsibilities under the Labor Code and 25% – or \$125,000 –
7 will be allocated to the Aggrieved Employees. All Class Members are Aggrieved Employees
8 and will receive an Individual PAGA Payment. The average Individual PAGA Payment is
9 estimated at \$56.54 [$\$125,000/2,211$].

10 30. As noted above, Settlement Class Members, *i.e.*, Class Members who do not
11 submit a timely and valid request for exclusion, do not need to submit a claim form to receive an
12 Individual Settlement Payment.

13 31. To determine the Individual Settlement Payments, the Settlement Agreement
14 provides that the Settlement Administrator will use the Class Data that Defendant will provide
15 and will calculate the total Qualified Paper Paychecks for all Settlement Class Members. The
16 respective Qualified Paper Paychecks for each Settlement Class Member will be divided by the
17 total Qualified Paper Paychecks for all Settlement Class Members, resulting in the Payment
18 Ratio -- Class Member for each Settlement Class Member. Each Settlement Class Member's
19 Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each
20 Settlement Class Member's share of the Net Settlement Amount.

21 32. If no Class Members opt out, the average estimated Individual Settlement Payment
22 will be \$606.29 ($\$1,146,500/1,891$). Information on the highest estimated settlement payment
23 will be provided in the RG2 Supplemental Declaration.

24 33. The Settlement Agreement provides that the portion of the PAGA Payment
25 allocated to Aggrieved Employees will be distributed in Individual PAGA Payments to each
26 Aggrieved Employee. Using the Aggrieved Employee Data that Defendant will provide, the
27 Settlement Administrator will calculate the total Qualified Pay Periods for all Aggrieved
28 Employees. The respective Qualified Pay Periods for each Aggrieved Employees will be

divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in the Payment Ratio – Aggrieved Employees for each Aggrieved Employee. Each Aggrieved Employee’s Payment Ratio will then be multiplied by the \$125,000 portion of the PAGA Payment allocated for distribution to the Aggrieved Employees to calculate each Aggrieved Employee’s Individual PAGA Payment.

34. Settlement Class Members who also are Aggrieved Employees will receive the Individual PAGA Payment in addition to Individual Settlement Payments. In addition to their Individual Settlement Payment, each Settlement Class Member will receive a pro rata share of the Aggrieved Employees’ \$125,000 portion of the PAGA Payment. There are an additional 320 Aggrieved Employees who are not Settlement Class Members and who will receive Individual PAGA Payments.

35. The California Private Attorneys General Act, Labor Code §§ 2698, *et seq.*, does not allow aggrieved employees to object to or opt-out of a PAGA settlement. *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014). Thus, the Aggrieved Employees cannot request to be excluded from the settlement of the PAGA Released Claims. Although Class Members who are also Aggrieved Employees can opt-out of the class settlement, they cannot request to be excluded from the settlement of the PAGA Released Claims.

Class Representatives Incentive Awards:

36. The Settlement also provides the Class Representatives with a reasonable Class Representative Incentive Award for the risks that they took and the time and effort they expended in prosecuting the claims in this action on behalf of the Class Members.

37. It is appropriate to recognize the contributions of the named Plaintiffs in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiff Parker to receive a \$5,000 service award and Plaintiff Gurule to receive a \$2,500 service award. The named Plaintiffs are the Class Representatives for the certified Class and proposed settlement Class Representatives. They actively and aggressively have represented the Class throughout this litigation. The Plaintiffs were essential elements in the successful prosecution and ultimate settlement of this case and always were available to provide their input on the litigation, gather

evidence, and provide other information that proved critical to the prosecution. Plaintiff Parker was the original named plaintiff and both Plaintiffs were deposed by Defendant.

38. The proposed service awards are fair given the amount of time and effort the named Plaintiffs spent on assisting in the prosecution of this case and the personal hardship and pressure faced as a result of filing this lawsuit against their former employer. The named Plaintiffs have provided declarations outlining their efforts and time spent on behalf of the Class Members, which are being filed with the fee motion.

General Release Payments:

39. The Settlement further provides that, because the named Plaintiffs have individual claims against Defendant that would remain to be tried if not included in the Settlement, Plaintiffs Parker and Gurule will release all of their individual claims in exchange for a payment of \$20,000 each.

40. The two named Plaintiffs have individual unpaid wage claims that are not covered under the Limited Release that applies to the other Settlement Class Members. The parties included a settlement of the Plaintiffs' individual unpaid wage claims and a General Release that applies only to the two named Plaintiffs so that the entire action can be resolved. The Settlement thus provides that Plaintiffs will release their respective individual claims in this action in exchange for a payment of \$20,000 each. The General Release does not apply to or affect the Settlement Class Members and therefore, the General Release Payments are not preferential treatment.

Class Counsel's Fees and Costs:

41. Class Counsel seeks for an award of attorneys' fees in an amount not to exceed \$750,000, which is 30% of the MSA and less than Class Counsel's actual lodestar. The percentage sought is reasonable because it falls within the Ninth Circuit's usual range³ and

³ See e.g., *Morrison v. Am. Nat'l Red Cross*, No. 19-cv-02855-HSG, 2021 U.S. Dist. LEXIS 4043, at *24 (N.D. Cal. Jan. 8, 2021), citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002) (noting that the Ninth Circuit benchmark is 25% and the "usual range" of fee awards is 20-30%); *Rivas v. BG Retail, LLC*, No. 16-cv-06458-BLF, 2020 U.S. Dist. LEXIS 8712, at *23 (N.D. Cal. Jan. 16, 2020) (finding that, although the Ninth Circuit's general benchmark is 25%,

(Cont'd)

because of the risks Class Counsel undertook in accepting this case given its contingent nature, the quality of the representation provided to the Class, the results achieved, the preclusion of other employment, and the fact that the amount requested is less than Class Counsel's lodestar.

42. Through September 15, 2021, attorneys at Keller Grover LLP spent a total of 1,267.20 hours litigating this case. Attorneys at Keller Grover LLP engaged in the following necessary tasks, among others:

- Interviewed Plaintiffs Parker and Gurule.
- Researched potential individual, class and representative claims.
- Drafted the PAGA exhaustion letter.
- Drafted the initial complaint and First, Second, and Third Amended Complaints.
- Moved to amend the complaints.
- Opposed Defendant's motion to dismiss.
- Moved for class certification.
- Opposed Defendant's motion for summary judgment.
- Engaged in written discovery, e.g., propounding discovery requests, responding to Defendant's requests, producing documents, reviewing Defendant's document production, engaging discovery meet-and-confer communications.
- Deposed 11 individuals and defended five depositions.
- Prepared for and participated in two full-day mediation sessions.
- Engaged in post-mediation settlement discussions.
- Drafted the Settlement Agreement and related exhibits.
- Engaged in detailed discussions with Defense Counsel regarding the terms of the Settlement Agreement and related exhibits.
- Moved for preliminary approval of the settlement.
- Attended hearings for each motion mentioned above.

"California district courts usually award attorneys' fees in the range of 30-40% in wage and hour class actions that result in the recovery of a common fund under \$10 million.").

- Worked extensively with the Claims Administrator on finalizing the notice documents and settlement website.
- Prepared this motion for attorneys' fees, costs and litigation expenses, incentive awards/general release payments for the Settlement Class Representatives, and settlement administration costs.

43. Attorneys at my firm expect to spend at least another 35 hours finalizing this motion, drafting the final approval motion, preparing for and attending the final approval hearing, speaking with Class Members, and dealing with settlement administration issues, both pre and post final approval. I will file a supplemental declaration in connection with the final approval motion updating the firm's hours worked and lodestar.

44. The following chart summarizes the hours expended by Class Counsel at Keller Grover LLP in connection with this three-plus year litigation through September 15, 2021.

| NAME | POSITION | BAR | | HOURS ⁴ | BILLING |
|------------------------|---------------|-----------|-------|--------------------|------------------|
| | | ADMISSION | RATE | | |
| Eric A. Grover | Partner | 1988 | \$900 | 319.20 | \$287,280 |
| Elizabeth Acevedo | Sr. Associate | 2003 | \$650 | 241 | \$156,650 |
| Robert Spencer | Sr. Associate | 2005 | \$650 | 482 | \$313,300 |
| Adrian Barnes | Of Counsel | 2007 | \$625 | 225 | \$140,625 |
| Total Lodestar: | | | | | \$897,855 |

45. The rates used to calculate our attorneys' fees in this case are our current 2021 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from

⁴ In an exercise of billing judgment, certain time entries have been rounded down and other time entries eliminated. Attorney time records are attached hereto as **Exs. B - E**.

reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. We set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

46. My reasonable hourly rate for this matter is \$900 per hour. This rate is based on my 31 years of experience and substantial involvement in class actions, including serving as lead or co-lead counsel in scores of employment, consumer, and privacy class and representative actions.

47. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern California Gould School of Law and, throughout her career, has represented plaintiffs in employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller Grover for approximately 12 years through 2019 and continued to work for the firm in an Of Counsel capacity until she returned to the firm last month. Ms. Acevedo's current reasonable hourly rate is \$650.

48. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in representing plaintiffs in consumer, privacy, and employment class and representative actions. Mr. Spencer's current reasonable hourly rate is \$650.

49. Adrian Barnes, Esq. is a 2007 graduate of Columbia Law School and has spent many years representing the interest of employees and union members in labor and employment cases. Mr. Barnes' current reasonable hourly rate is \$625.

50. Class Counsel's rates are in line with Bay Area attorney rates. Recent Northern District case law describing hourly rates by comparable attorneys in similar complex class actions supports that Plaintiff's Counsel's fee request is within the range of the Bay Area market. *See e.g., Morrison v. Am. Nat'l Red Cross*, No. 19-cv-02855-HSG, 2021 U.S. Dist. LEXIS 4043, at *21 (N.D. Cal. Jan. 8, 2021) (recognizing as reasonable rates between \$275 and \$1,600 in

cases involving Bay Area counsel experienced in complex employment class actions), *Acosta v. Frito-Lay, Inc.*, No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (N.D. Cal. May 14, 2018) (finding rates in wage and hour class action between \$330 and \$890 to be reasonable); *Nitsch v. DreamWorks Animation SKG Inc.*, No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis 86124, at *32-33 (N.D. Cal. June 5, 2017) (finding rates of lead counsel between \$870 and \$1,200 per hour reasonable and rates between \$275 and \$750 for other counsel to be reasonable); *O'Bannon v. NCAA*, No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at *14 (N.D. Cal. July 13, 2015) (finding similar range of hourly rates in 2015 from \$985 to \$250 for class counsel experienced in complex class actions to be reasonable).

51. The following cases looking at rates between six and nine years ago also supported Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.*, No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at *4-5 (N.D. Cal. Mar. 31, 2014) (finding similar range of hourly rates (from \$725 to \$415) for class counsel experienced in complex consumer class actions to be reasonable and comparable to rates of attorneys doing similar work in the Bay Area community); *Vedachalam v. Tata Consulting Serv. Ltd.*, No. C 06-0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8 (N.D. Cal. July 18, 2013) (finding similar range of hourly rates (from \$725 to \$425) of class counsel experienced in complex employment and consumer class actions to be reasonable and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.*, No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15 (N.D. Cal. Oct. 18, 2013) (approving similar range of hourly rates (from \$725 to \$395) in complex class action); *Greko v. Diesel U.S.A., Inc.*, No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (N.D. Cal. Apr. 26, 2013) (approving similar range of hourly rates (from \$700 to \$300) for attorneys experienced in employment class action field); *Wren v. RGIS Inventory Specialists*, 2011 U.S. Dist. LEXIS 38667, at *52-62 (N.D. Cal. April 01, 2011) (approving similar range of hourly rates (from \$725 to \$250) in complex employment class action, citing the multiple declarations by counsel and other Bay Area plaintiffs' attorneys who affirmed the rates were at market).

52. Keller Grover's lodestar through September 15, 2021 is \$897,855. The lodestar of Co-Class Counsel Scot D. Bernstein through August 26, 2021 is \$217,890.

53. The combined lodestar of Keller Grover and Law Offices of Scot D. Bernstein, A Professional Corporation through September 15, 2021 is \$1,115,745. Co-Class Counsel and I will file supplemental declarations in connection with the final approval motion updating our respective firm's hours worked and lodestar.

54. Contingent Nature of Case and Risk to Counsel: This case was taken on a contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of litigation can be quite a burden.

55. Even with my extensive experience litigating wage and hour cases, prosecuting these cases still carries a considerable amount of risk. This case involved significant uncertainty and risk in not prevailing on the merits. For example, Defendant disputes Plaintiffs' ability to prove that any Class Member suffered any damages related to its issuance of wage statements and that any Labor Code § 226(a) violation was a "knowing and intentional failure," a necessary element for the award of statutory damages under Labor Code § 226(e).⁵ Also, even if Plaintiffs prevailed on the merits, Labor Code § 2699(e)(2) allows the court to award a lesser amount of penalties than the maximum set forth in the statute. There also would be no guarantee of success in any subsequent appeals. Taking those factors into account, Class Counsel believes the Net Settlement Amount to be fair and reasonable.

56. Continued litigation of this action presents significant risks that this action would result in a lower recovery or no recovery at all.

57. Quality of Representation and Results Achieved: The nature of class and representative action work and the expertise of the attorneys in my firm also justify our hourly rates as well. I and the attorneys who worked on this case have expertise in representing

⁵ See e.g., *Mays v. Wal-Mart Stores, Inc.*, 804 F. App'x 641, 644 (9th Cir. 2020) (reversing class certification of a wage statement class after concluding that the class representative's receipt of a pay stub with only a minor discrepancy in the employer's name was not the type of injury-in-fact required for Article III standing and, as a result, she could not represent the putative class); *Roadrunner Intermodal Servs., Ltd. Liab. Co. v. T.G.S. Transp., Inc.*, No. 1:17-cv-01207-DAD-BAM, 2019 U.S. Dist. LEXIS 142321, at *50 (E.D. Cal. Aug. 21, 2019) (finding that the employer's error on a wage statement was unintentional and therefore it was not liable under Labor Code § 226(e)).

employees in similar representative and class actions based on wage and hour violations and have provided the Class and Aggrieved Employees with an exceptional quality of representation.

58. Because of that experience, we were able to resolve the action fairly and obtain significant monetary benefits for the Settlement Class Members, Aggrieved Employees and California's LWDA. If no Class Member opts out, Settlement Class Members will receive, on average, an Individual Settlement Payment of \$623.10. In addition, Aggrieved Employees will receive, on average, an Individual PAGA Payment of \$56.54. The Settlement Agreement also benefits the State by providing that approximately \$375,000 will be paid to the LWDA. The success achieved by the Settlement supports Class Counsel's fee request.

59. Preclusion of Other Work: A practice like ours can only properly litigate a limited number of cases at one time. The requirements of this case over the last three years were significant. Had we not reached a settlement with Defendant, the demands of litigating this case would have continued to require a significant portion of our resources. Thus, we were precluded from taking other cases due to the demands of this case.

60. Class Counsel is requesting a fee award that is supported by a lodestar review and applicable case law. My experience in representative and class actions as well as my review of fee awards in similar actions support my conclusion that the fee request is reasonable and in line with the common practice in this type of case.

Class Counsel's Costs:

61. After deducting \$11,500 paid to Keller Grover by co-Class Counsel, Keller Grover's costs to date are \$22,150.83 and include filing fees, legal research fees, mediation fees, mailing charges, federal express costs, hotels, travel costs, meals, and deposition transcripts. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit F**.

62. Including \$11,500 paid to Keller Grover as cost reimbursement, Co-Class Counsel has incurred \$17,232.76 in actual costs litigating this action, as set forth in the Bernstein Declaration that is being filed concurrently.

1 63. In total, Class Counsel is currently seeking the Court's approval of \$39,383.59 in
2 costs. Any additional costs will be identified in my supplemental declaration to be filed in
3 connection with the final approval motion.

4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct, and that this Declaration was executed on this 17th
6 day of September 2021 at San Francisco, California.

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ERIC A. GROVER

EXHIBIT A

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18 Attorneys for Plaintiffs

19 BEATRICE PARKER and JEFFREY GURULE, SR.

20 [Additional Counsel Listed on Signature Pages]

21 **UNITED STATES DISTRICT COURT**

22 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

23 BEATRICE PARKER and JEFFREY
24 GURULE, SR., on behalf of themselves, and
25 all others similarly situated, and all aggrieved
26 employees,

27 Plaintiff,

28 v.

CHERNE CONTRACTING
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 4:18-cv-01912-HSG

**CLASS AND REPRESENTATIVE
ACTION**

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

IT IS HEREBY STIPULATED, by and between Plaintiffs Beatrice Parker and Jeffrey Gurule, Sr. (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Cherne Contracting Corporation (“Defendant”), and subject to the approval by the Court, that the Action is hereby compromised and settled under the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Stipulation”) and that the Court shall make and enter judgment subject to the definitions, recitals, and terms set forth in this Stipulation.

I. DEFINITIONS

- A. “Action” shall mean the civil action entitled *Parker and Gurule v. Cherne Contracting Corporation*, filed on February 23, 2018, in the Alameda County Superior Court, Case No. RG18892816, and removed to the United States District Court for the Northern District of California and assigned Case No. 4:18-cv-01912-HSG.
- B. “Aggrieved Employees” means all current and former hourly employees who worked for Defendant in California at any time during the PAGA Period. An individual Aggrieved Employee may also be a Class Member if he or she falls within the “Class Member” definition.
- C. “Aggrieved Employee Data” means information regarding Aggrieved Employees that Defendant will compile from its available, existing, electronic records and will provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all of the following information: (i) each Aggrieved Employee’s full name; (ii) each Aggrieved Employee’s last-known address; (iii) each Aggrieved Employee’s Social Security and Employee ID numbers; and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
- D. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims.

- 1 E. “Class Counsel” means the attorneys of record for the Class Representatives and
2 Class Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP,
3 1965 Market Street, San Francisco, California 94103, and Scot Bernstein of Law
4 Offices of Scot D. Bernstein, A Professional Corporation, 101 Parkshore Drive,
5 Suite 100, Folsom, California 95630.
- 6 F. “Class Counsel Award” means an award of attorneys’ fees, expenses, and litigation
7 costs granted to Class Counsel and paid from the Maximum Settlement Amount in
8 recognition of their efforts and risks in prosecuting the Action.
- 9 G. “Class Data” means information regarding Class Members that Defendant will
10 compile from its available, existing electronic records and provide to the Settlement
11 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall
12 include all of the following information: (i) each Class Member’s full name; (ii)
13 each Class Member’s last-known address; (iii) each Class Member’s Social
14 Security and Employee ID numbers; and (iv) the number of paper paychecks issued
15 to each Class Member during the Class Period.
- 16 H. “Class Members” means all current and former hourly employees who worked for
17 Defendant in California and received one or more paper paychecks during the Class
18 Period. An individual Class Member also may be an Aggrieved Employee if he or
19 she falls within the “Aggrieved Employee” definition.
- 20 I. “Class Period” shall mean the time period from December 18, 2016 through June
21 6, 2019, inclusive.
- 22 J. “Class Representative Incentive Awards” means the amount that the Court
23 authorizes to be paid to each Plaintiff from the Maximum Settlement Amount, in
24 addition to his or her respective Individual Settlement Payment, Individual PAGA
25 Payment, and General Release Payment, in recognition of their efforts and risks in
26 assisting with the prosecution of the Action.
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- 1 K. "Class Representatives" means the named Plaintiffs, i.e., Beatrice Parker and
2 Jeffrey Gurule, Sr.
- 3 L. "Complaint" means the Operative Third Amended Class Action Complaint filed by
4 Plaintiffs on November 23, 2020 (Dkt. 82).
- 5 M. "Court" means the United States District Court for the Northern District of
6 California.
- 7 N. "Defendant" means Cherne Contracting Corporation.
- 8 O. "Defense Counsel" means Arthur J. Rooney, Perkins Coie LLP, 131 South
9 Dearborn, Suite 1700, Chicago, Illinois 60603 and Jill L. Ripke, Perkins Coie \\
10 LLP, 1888 Century Park East, Suite 1700, Los Angeles, California 90067.
- 11 P. "Effective Date" shall be the later of the following: (a) if no objections to the
12 settlement are submitted, or if any and all timely objections have been submitted
13 and then withdrawn, then the date the Court enters the Final Approval Order; or (b)
14 if one or more timely objections to the settlement have been submitted, 35 calendar
15 days after the Court enters the Final Approval Order; or (c) if any appeal, writ, or
16 other appellate proceeding opposing the Court's Final Approval Order has been
17 filed, five court days after any appeal, writ, or other appellate proceedings opposing
18 the settlement have been finally and conclusively dismissed with no right to pursue
19 further remedies or relief.
- 20 Q. "Final Approval Order" means the Court's order granting final approval of the
21 Settlement.
- 22 R. "General Release Payment" means the amount that the Court authorizes to be paid
23 to each Plaintiff from the Maximum Settlement Amount, in addition to and over
24 and above his or her respective Individual Settlement Payment, Individual PAGA
25 Payment, and Class Representative Incentive Award, and in exchange for executing
26 a General Release of all claims against Defendant.
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- 1 S. “Individual PAGA Payment” means the amount payable to each Aggrieved
2 Employee from the PAGA Payment. An individual who is entitled to both an
3 Individual Settlement Payment and an Individual PAGA Payment will receive one
4 check incorporating both amounts.
- 5 T. “Individual Settlement Payment” means the amount payable from the Net
6 Settlement Amount to each Settlement Class Member. An individual who is
7 entitled to both an Individual Settlement Payment and an Individual PAGA
8 Payment will receive one check incorporating both amounts.
- 9 U. “LWDA” means the California Labor & Workforce Development Agency.
- 10 V. “LWDA Payment” means the 75% of the \$500,000 PAGA Payment (i.e.,
11 \$375,000) that will be paid to the LWDA pursuant to PAGA.
- 12 W. “Maximum Settlement Amount” means \$2,500,000, which sum includes all
13 payments contemplated by this Agreement, including but not limited to the
14 Individual Settlement Payments, the Class Representative Incentive Awards, the
15 General Release Payments, the Class Counsel Award, the PAGA Payment, and the
16 Settlement Administration Costs. This is a non-reversionary settlement. Except as
17 provided in Paragraph III.A, in no event shall Defendant be liable for more than the
18 Maximum Settlement Amount of \$2,500,000 under this settlement stipulation.
- 19 X. “Net Settlement Amount” means the Maximum Settlement Amount minus the sum
20 of the Class Representative Incentive Awards, the General Release Payments, the
21 Class Counsel Award, the PAGA Payment, and the Settlement Administration
22 Costs.
- 23 Y. “Notice of Class Action Settlement” means the notice substantially similar to the
24 notice attached to this Stipulation as **Exhibit 1**, which will be mailed in an
25 envelope containing language substantially similar to the exemplar envelope
26 attached to this Stipulation as **Exhibit 2**.
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- 1 Z. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code §§ 2698, *et seq.*
- 3 AA. "PAGA Payment" means the \$500,000 portion of the Maximum Settlement
4 Amount that is allocated to the settlement of claims for civil penalties under
5 PAGA, 25% (\$125,000) of which will be paid to the Aggrieved Employees and
6 75% (\$375,000) of which will be paid to the LWDA.
- 7 BB. "PAGA Period" means the time period from December 18, 2016 through February
8 22, 2021, inclusive.
- 9 CC. "PAGA Released Claims" means all allegations and claims for PAGA civil
10 penalties as alleged in the operative Third Amended Complaint (Dkt. 82).
- 11 DD. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean
12 either Plaintiffs or Defendant, individually.
- 13 EE. "Plaintiffs" shall mean the named Plaintiffs, i.e., Beatrice Parker and Jeffrey
14 Gurule, Sr.
- 15 FF. "Preliminary Approval Order" means an order granting preliminary approval of the
16 settlement.
- 17 GG. "Preliminary Approval Date" means the date on which the Court enters an order
18 granting preliminary approval of the settlement.
- 19 HH. "Payment Ratio – Aggrieved Employee" means the respective number of Qualified
20 Pay Periods for each Aggrieved Employee divided by the total number of Qualified
21 Pay Periods for all Aggrieved Employees.
- 22 II. "Payment Ratio – Class Member" means the respective number of Qualified Paper
23 Paychecks for each Settlement Class Member divided by the total number of
24 Qualified Paper Paychecks for all Settlement Class Members.
- 25 JJ. "Qualified Paper Paychecks" means all paper paychecks issued to Class Members
26 during the Class Period (as reflected in Defendant's records).
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1 KK. “Qualified Pay Periods” means and includes any and all pay periods (as reflected in
2 Defendant’s records) during which one or more Aggrieved Employees performed
3 work for Defendant in California during the PAGA Period.

4 LL. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund that
5 will be set up by the Settlement Administrator and into which the Maximum
6 Settlement Amount shall be deposited and from which disbursements shall be
7 made.

8 MM. “Released Claims” means the claims in the operative Third Amended Complaint
9 under California Labor Code § 226 based on the alleged failure to provide
10 compliant wage statements, together with interest, fees, and costs related to that
11 failure. The Release Period for the Released Claims shall be the same as the Class
12 Period, i.e., from December 18, 2016 through June 6, 2019, inclusive. To avoid
13 and prevent doubt, the Released Claims do not include a release of any other
14 claims, including claims by Plaintiffs or Class Members that may exist in
15 connection with any of the claims that were not certified by the Court in the
16 November 20, 2020 Order Denying in Part and Granting in Part Motion for Class
17 Certification (Dkt. 81).

18 NN. “Released Parties” shall mean Defendant Cherne Contracting Corporation and all
19 of Defendant’s parent companies, subsidiaries, divisions, concepts, related or
20 affiliated companies, and its or their shareholders, officers, directors, employees,
21 agents, attorneys, insurers, successors and assigns, and any individual or entity that
22 could be liable for any of the Released Claims.

23 OO. “Response Deadline” means the date 45 calendar days after the Settlement
24 Administrator first mails the Notice of Class Action Settlement to Class Members
25 and is the last date on which Class Members may submit Requests for Exclusion or
26 a Notice of Objection to the settlement. Only Class Members may submit Requests
27 for Exclusion or Notices of Objection to the Settlement. Aggrieved Employees
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who are not also Class Members shall have no right to submit Requests for Exclusion or Notices of Objection to the Settlement.

PP. “Settlement” means the disposition of the Action pursuant to this Agreement.

QQ. “Settlement Administrator” means RG2 Claims Administration LLC.

RR. “Settlement Class Members” means all Class Members who do not submit a valid Request for Exclusion. All Settlement Class Members will automatically receive an Individual Settlement Payment without the need to submit a claim form. Settlement Class Members will release all of the Released Claims and be bound by all terms of the settlement and any final judgment entered in this Action.

II. RECITALS

A. Class Certification. The Court already has certified a class co-extensive with the class definition contained in this Agreement (Dkt. 81). This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the settlement not become final and effective as provided in this Stipulation, the Parties will be returned to the position they were in at the time this Agreement was executed.

B. Mediation. On February 22, 2021, the Parties participated in a private mediation with the Hon. Jeffrey K. Winikow (Ret.), a well-respected mediator with considerable experience mediating wage and hour class actions. That mediation took place only after the Parties exchanged the information necessary to engage in productive settlement negotiations. The mediation and subsequent negotiations resulted in the settlement described in this Stipulation to resolve this Action in its entirety.

C. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings that would be necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks regarding the outcome of

1 further litigation and the difficulties and delays inherent in any such litigation.
2 Plaintiffs and Class Counsel also are aware of the burdens of proof necessary to
3 establish liability for the claims asserted in the Action, both generally and in
4 response to Defendant's defenses thereto, and the difficulties in establishing
5 damages and civil penalties for the Class Members and Aggrieved Employees.
6 Based on those factors, Plaintiffs and Class Counsel have determined that the terms
7 set forth in this Agreement represent a fair, adequate, and reasonable settlement and
8 are in the best interests of the Class Members, the LWDA and the Aggrieved
9 Employees.

10 D. Defendant's Reasons for Settlement. Defendant has concluded that any further
11 defense of this litigation would be protracted and expensive for all Parties.
12 Substantial amounts of Defendant's time and resources have been and, unless this
13 settlement is made, will continue to be devoted to the defense of the claims asserted
14 by Plaintiffs, Class Members and the Aggrieved Employees. In reaching its
15 decision to enter into this settlement, Defendant also has taken into account the
16 risks of further litigation. Despite continuing to contend that it is not liable for any
17 of the claims that Plaintiffs have asserted, Defendant nonetheless has agreed to
18 settle in the manner and upon the terms set forth in this Agreement to put to rest the
19 claims asserted in the Action.
20

21 E. Class Members' Claims. The Class Representatives contend that their allegations
22 have merit and give rise to liability on Defendant's part. This Agreement is a
23 compromise of disputed claims. The monies being paid as part of the settlement
24 are genuinely disputed and the Parties agree that the provisions of Labor Code §
25 206.5 are not applicable to this settlement. Nothing contained in this Agreement,
26 no documents referred to in this Agreement and no action taken to carry out this
27 Agreement may be construed or used as an admission by or against the Class
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Members or Class Counsel regarding the merits or lack of merit of the claims asserted.

F. Aggrieved Employees' Claims. Plaintiff Parker contends that her PAGA allegations have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this settlement. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against the Aggrieved Employees or Class Counsel as to the merits or lack of merit of the claims asserted.

G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. The monies being paid as part of the Settlement are genuinely disputed and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this settlement. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack of merit of the claims asserted.

III. TERMS OF AGREEMENT

A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums specified in this Agreement, i.e., the Maximum Settlement Amount. In no event shall Defendant be required to pay more than the Maximum Settlement Amount except in the event that the actual number of paper paychecks that were issued to Class Members during the Class Period exceeds 31,000. If the actual number of paper paychecks that were issued to Class Members during the Class Period exceeds 31,000, then the Maximum Settlement Amount will increase by \$40

1 per additional paper paycheck. All such additional funds will be added to and
2 included in the Net Settlement Amount and will be paid to the Settlement Class
3 Members.

4 B. Limited Release By All Settlement Class Members. As of the Effective Date, in
5 exchange for the consideration set forth in this Agreement, Plaintiffs and the
6 Settlement Class Members will release the Released Parties from the Released
7 Claims for the Class Period. Plaintiffs and the Settlement Class Members may
8 hereafter discover facts or legal arguments in addition to or different from those
9 they now know or currently believe to be true with respect to the claims, causes of
10 action and legal theories of recovery in this Action which are the subject matter of
11 the Released Claims. Nonetheless, the discovery of new facts or legal arguments
12 shall in no way limit the scope or definition of the Released Claims, and by virtue
13 of this Agreement, Plaintiffs and Settlement Class Members shall be deemed to
14 have, and, by operation of the final judgment approved by the Court shall have,
15 fully, finally, and forever settled and released all of the Released Claims as defined
16 in this Agreement.

17
18 C. General Releases By Plaintiffs. In addition to the certified California Labor Code §
19 226 claim, each Plaintiff has individual claims that remain part of the Action. As
20 of the Effective Date, and in exchange for a payment of \$20,000 to each Plaintiff,
21 the Plaintiffs, for themselves and their heirs, successors and assigns, hereby waive,
22 release, acquit, and forever discharge the Released Parties from any and all claims,
23 actions, charges, complaints, grievances and causes of action, of whatever nature,
24 whether known or unknown, which exist or may exist on each of the Plaintiffs'
25 respective behalves as of the date of this Agreement, including but not limited to
26 any and all tort claims, contract claims, wage claims, wrongful termination claims,
27 disability claims, benefit claims, public policy claims, retaliation claims, statutory
28 claims, personal injury claims, emotional distress claims, invasion of privacy

claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiffs hereby each expressly waive and relinquish any and all claims, rights or benefits that each may have under California Civil Code § 1542, which provides as follows: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.* Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but they expressly agree to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from each Plaintiff's respective employment with Defendant.

D. PAGA Release: As of the Effective Date, Plaintiff Parker, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of

and from any and all claims for civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the operative Third Amended Complaint (Dkt. 82) for the PAGA Period, i.e., the "PAGA Released Claims." To avoid and prevent doubt, the Parties agree that this Agreement and the judgment to be entered by the Court following approval of this settlement forever bars Plaintiff Parker and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the PAGA Released Claims against any of the Released Parties.

E. Conditions Precedent: This settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters a Preliminary Approval Order of the settlement;
2. The Court enters a Final Approval Order and a judgment;
3. The final Effective Date occurs; and
4. Defendant does not invoke its right to revoke the settlement as described in Paragraph III.R herein.

F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or final approval of this Settlement Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
2. None of the Parties to this settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

1 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for by this Stipulation, and Plaintiffs, Settlement
3 Class Members, Aggrieved Employees and Defendant are not relying on any
4 statement or representation by the Parties in this regard. Plaintiffs, Settlement
5 Class Members, and Aggrieved Employees understand and agree that they will be
6 responsible for the payment of their respective portions of any taxes and penalties
7 assessed on the Class Representative Incentive Awards, General Release Payments,
8 Individual Settlement Payments, and Individual PAGA Payments described in this
9 Stipulation and will be solely responsible for any penalties or other obligations
10 resulting from their personal tax reporting of all such payments.

11 H. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees
12 that: (1) no provision of this Agreement, and no written communication or
13 disclosure between or among the Parties or their attorneys and other advisers, is or
14 was intended to be, nor shall any such communication or disclosure constitute or be
15 construed or be relied upon as, tax advice within the meaning of United States
16 Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
17 acknowledging party (a) has relied exclusively upon his, her or its own,
18 independent legal and tax counsel for advice (including tax advice) in connection
19 with this Agreement, (b) has not entered into this Agreement based upon the
20 recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any
22 attorney or adviser to any other party to avoid any tax penalty that may be imposed
23 on the acknowledging party, and (3) no attorney or adviser to any other Party has
24 imposed any limitation that protects the confidentiality of any such attorney's or
25 adviser's tax strategies (regardless of whether such limitation is legally binding)
26 upon disclosure by the acknowledging party of the tax treatment or tax structure of
27 any transaction, including any transaction contemplated by this Agreement.
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- 1 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file
2 with the Court a Motion for Preliminary Approval and supporting papers, which
3 shall include this Agreement. Plaintiffs shall provide a courtesy draft of these
4 papers to Defense Counsel at least five court days before filing the documents.
- 5 J. Settlement Administrator. By accepting the role as Settlement Administrator, the
6 Settlement Administrator is bound to all of the terms, conditions, and obligations
7 described in this Settlement Agreement. Among these obligations, the Settlement
8 Administrator shall have sole and exclusive responsibility for calculating
9 Individual Settlement Payments and Individual PAGA Payments; processing and
10 transmitting payments to the Class Representatives, Class Counsel, the LWDA,
11 Settlement Class Members, and Aggrieved Employees; printing Notice of Class
12 Action Settlement and mailing it to the Class Members as directed by the Court;
13 printing the Notice of PAGA Settlement and mailing it to the Aggrieved
14 Employees as directed by the Court; receiving, processing, and reporting Requests
15 for Exclusion and Notices of Objection; sending a postcard reminder to Settlement
16 Class Members and Aggrieved Employees 30 days before the check void date;
17 distributing tax forms; providing declaration(s) as necessary in support of
18 preliminary and/or final approval of this Settlement Agreement; and such other
19 tasks as the Parties mutually agree or the Court orders the Settlement Administrator
20 to perform. The Settlement Administrator shall keep the Parties timely apprised of
21 the performance of all of the Settlement Administrator's responsibilities.
22 Defendant and Defense Counsel shall have no responsibility for validating or
23 ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class
24 Counsel, Defendant and Defense Counsel shall not bear any responsibility for
25 errors or omissions in the calculation or distribution of Individual Settlement
26 Payments, Individual PAGA Payments or any other distribution of monies
27 contemplated by this Agreement.
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1 K. Notice Procedure.

2 1. Class Data and Aggrieved Employee Data. No later than 21 calendar days
3 after the Preliminary Approval Date and only after Defendant receives
4 sufficient and reasonable assurance that the Settlement Administrator will
5 maintain the confidentiality of the Class Data and the Aggrieved Employee
6 Data, Defendant shall provide the Settlement Administrator with the Class
7 Data and Aggrieved Employee Data for purposes of preparing and mailing
8 the Notice of Class Action Settlement to Class Members and the Notice of
9 PAGA Settlement to Aggrieved Employees, as well as undertaking its other
10 obligations. The Settlement Administrator shall be obligated to keep the
11 Class Data and Aggrieved Employee Data confidential and shall take
12 reasonable and necessary precautions to maintain the confidentiality of the
13 data. The Settlement Administrator shall not distribute or use the Class
14 Data, Aggrieved Employee Data or any information contained therein for
15 any purpose other than to administer this settlement.

16 2. Notice of Class Action Settlement.

17 a) The Notice of Class Action Settlement shall be in a form
18 substantially similar to the form attached to this Stipulation as
19 **Exhibit 1.** The Notice of Class Action Settlement shall instruct
20 Class Members to keep the Settlement Administrator apprised of
21 their current mailing addresses, to which the Settlement Payments
22 will be mailed following the Effective Date. The Notice of Class
23 Action Settlement shall set forth the release to be given by
24 Settlement Class Members in exchange for an Individual Settlement
25 Payment.

26 b) The Notice of Class Action Settlement shall be individualized by
27 inclusion of each Class Member's number of Qualified Paper
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1 Paychecks and the Settlement Administrator's calculation of their
2 estimated Individual Settlement Payment if they do not request to be
3 excluded from the settlement.

4 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
5 Settlement Administrator will perform a search based on the National
6 Change of Address Database to update and correct any known or
7 identifiable address changes. No later than 14 calendar days after receiving
8 the Class Data from Defendant as provided in this Stipulation, the
9 Settlement Administrator shall mail copies of the Notice of Class Action
10 Settlement to all Class Members via regular First Class U.S. Mail. The
11 Settlement Administrator shall exercise its best judgment to determine the
12 current mailing address for each Class Member. The address identified by
13 the Settlement Administrator as the current mailing address shall be
14 presumed to be the best mailing address for each Class Member.

15 4. Undeliverable Notices. Any Notice of Class Action Settlement that is
16 returned to the Settlement Administrator as not having been delivered on or
17 before the Response Deadline shall be re-mailed to the forwarding address
18 affixed to it. If no forwarding address is provided, the Settlement
19 Administrator promptly shall attempt to determine a correct address by
20 lawful use of skip-tracing and by other searches using the name, address
21 and Social Security number of the Class Member involved and, if another
22 mailing address is identified by the Settlement Administrator, then shall
23 perform a re-mailing to that class member. In addition, if any Notices of
24 Class Action Settlement that are addressed to Class Members who are
25 employed by Defendant at the time of mailing are returned to the Settlement
26 Administrator as non-delivered and no forwarding address is provided, the
27 Settlement Administrator shall so notify Defendant. Defendant then will
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1 request that the currently employed Class Member provide a corrected
2 address and will transmit to the Administrator any corrected address
3 provided by the Class Member.

4 5. Disputes Regarding Qualified Paper Paychecks. A Class Member who
5 disagrees with the number of Qualified Paper Paychecks stated on that
6 Class Member's Notice of Class Action Settlement will have the
7 opportunity to provide documentation and/or an explanation to show a
8 different number of paper paychecks having been received during the Class
9 Period. If there is a dispute, the Settlement Administrator will consult with
10 the Parties to determine whether an adjustment is warranted. The
11 Settlement Administrator shall determine the eligibility for, and the
12 amounts of, any Individual Settlement Payments under the terms of this
13 Agreement. The Settlement Administrator's determination of the eligibility
14 for and the amount of any Individual Settlement Payment shall be binding
15 upon the Settlement Class Member and the Parties.

16 6. Disputes Regarding Administration of Settlement. Any disputes not
17 resolved by the Settlement Administrator concerning the administration of
18 the settlement will be resolved by the Court under the laws of the State of
19 California. Before any such involvement of the Court, counsel for the
20 Parties will confer in good faith to resolve the disputes without the necessity
21 of involving the Court.

22 7. Requests for Exclusion.

23 a) The Notice of Class Action Settlement shall state that Class
24 Members who wish to exclude themselves from the class action
25 settlement must submit a written Request for Exclusion by the
26 Response Deadline. The written Request for Exclusion must state
27 that the Class Member wishes to exclude himself or herself from the
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1 class action settlement and (1) must contain the name, address, and
2 the last four digits of the Social Security number or Employee ID
3 number of the person requesting exclusion; (2) must be signed by
4 the Class Member; (3) must be postmarked by the Response
5 Deadline and returned to the Settlement Administrator at the
6 specified address; and (4) must contain a typewritten or handwritten
7 notice stating in substance: “I wish to opt out of the settlement of
8 the class action lawsuit entitled *Parker and Gurule v. Cherne*
9 *Contracting Corp.*”

10 b) The Request for Exclusion will not be valid if it is not timely
11 submitted and if it does not comply with the requirements set forth
12 above in Paragraph III.K.7(a). The date of the postmark on the
13 return mailing envelope for the Request for Exclusion shall be the
14 exclusive means used to determine whether the Request for
15 Exclusion was timely submitted. If the Settlement is approved by
16 the Court, Class Members who fail to submit a valid and timely
17 written Request for Exclusion on or before the Response Deadline
18 shall be Settlement Class Members who are bound by all terms of
19 the settlement and any final judgment entered in this Action.

20 c) Any Class Member who requests to be excluded from the class
21 action settlement will not be entitled to an Individual Settlement
22 Payment and will not be bound by the terms of the class action
23 settlement or have any right to object, appeal or comment thereon.
24 Nothing in this settlement or Settlement Agreement will constitute
25 or be construed as a waiver of any defense that Defendant or the
26 Released Parties have or could assert against anyone who timely
27 serves a Request for Exclusion.
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- 1 d) Aggrieved Employees cannot request to be excluded from the
2 settlement of the PAGA Released Claims. Class Members who are
3 Aggrieved Employees cannot request to be excluded from the
4 settlement of the PAGA Released Claims.
- 5 e) No later than five calendar days after the Response Deadline, the
6 Settlement Administrator shall provide counsel for the Parties with a
7 final list of the Class Members who have timely submitted written
8 Requests for Exclusion.
- 9 f) At no time shall any of the Parties or their counsel solicit or
10 otherwise encourage Class Members to submit Requests for
11 Exclusion from the settlement.

12 8. Objections.

- 13 a) The Notice of Class Action Settlement shall state that Class
14 Members who wish to object to the settlement must mail to the
15 Court, at the address provided in the Notice of Class Action
16 Settlement, a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be
17 deemed to be the exclusive means for determining whether a Notice
18 of Objection was timely submitted.
- 19 b) Class Members who submit a timely Notice of Objection will have a
20 right to appear at the final approval hearing in order to have their
21 objections heard by the Court. The Notice of Objection must be
22 signed by the Class Member and state (1) the case name and
23 number; (2) the name of the Class Member; (3) the address of the
24 Class Member; (4) the last four digits of the Class Member’s Social
25 Security number or Employee ID number; (4) the basis for the
26 objection and any supporting documents; and (5) whether or not the
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1 Class Member intends to appear at the final approval hearing. Class
2 Members who fail to make objections in the manner specified above
3 may be deemed to have waived any objections and to be foreclosed
4 from making any objections to the settlement, whether by appeal or
5 otherwise. The failure to submit a written objection does not waive
6 a Settlement Class Member's right to appear and orally object at the
7 final approval hearing.

8 c) At no time shall any of the Parties or their counsel seek to solicit or
9 otherwise encourage Class Members to file or serve written
10 objections to the settlement or to appeal from the Final Approval
11 Order.

12 d) Class Members who submit a written Request for Exclusion are not
13 entitled to object to the settlement. In the event that a Class Member
14 submits both a Request for Exclusion and a Notice of Objection, the
15 Request for Exclusion will be valid and the Notice of Objection will
16 be invalid.

17 e) The Settlement Administrator shall send all objections to Class
18 Counsel and Defense Counsel promptly. Class Counsel will be
19 responsible for filing the Notices of Objection with the Court before
20 the final approval hearing. Plaintiffs and/or Defendant may file
21 oppositions to any properly-submitted Notices of Objection no later
22 than 35 calendar days prior to the date of the final approval hearing.

23 f) Aggrieved Employees cannot object to the settlement of the PAGA
24 Released Claims. Class Members who are Aggrieved Employees
25 cannot object to the settlement of the PAGA Released Claims. Any
26 such objections by Aggrieved Employees or by Class Members who
27 are Aggrieved Employees shall be deemed invalid.
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1 g) Defendant shall not be responsible for the fees, costs, or expenses
2 incurred by Plaintiffs, Class Counsel or Class Members arising from
3 or related to any objection to the Settlement Agreement or related to
4 any appeals thereof.

5 9. Notice of PAGA Settlement.

6 a) The Notice of PAGA Settlement shall be in a form substantially
7 similar to the form attached to this stipulation as **Exhibit 3**. The Notice of
8 PAGA Settlement shall be mailed to all Aggrieved Employees who are not
9 also Settlement Class Members with each Aggrieved Employee's Individual
10 PAGA Payment.

11 b) With respect to Aggrieved Employees who are not also Settlement
12 Class Members, before mailing the Individual Settlement Payments, the
13 Settlement Administrator will perform a search based on the National
14 Change of Address Database to update and correct any known or
15 identifiable address changes and shall handle all undeliverable Individual
16 PAGA Payments in the manner described in Paragraphs III.K.3 and 4.

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18 L. Funding and Allocation of the Maximum Settlement Amount. This is a non-
19 reversionary settlement in which Defendant is required to pay the entirety of the
20 Maximum Settlement Amount. No amount of the Maximum Settlement Fund will
21 revert to Defendant. Upon satisfaction of the preconditions described in this
22 Settlement and pursuant to the timeline and instructions below, Defendant will
23 deposit the Maximum Settlement Amount into a Qualified Settlement Fund
24 ("QSF") to be established by the Settlement Administrator. Except as provided in
25 Paragraph III.A, in no event shall Defendant be responsible for any payment in
26 excess of the Maximum Settlement Amount.
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- 1 1. Funding Due Date. No later than 14 calendar days after the Effective Date,
2 Defendant shall provide the Maximum Settlement Amount to the Settlement
3 Administrator to fund the Settlement as set forth in this Agreement.
- 4 2. Payments to Settlement Class Members and Aggrieved Employees.
 - 5 a) Calculation of Individual Settlement Payments. Every Settlement
6 Class Members is entitled to an Individual Settlement Payment
7 without the need to submit a claim form. Individual Settlement
8 Payments shall be paid from the Net Settlement Amount and shall
9 be paid under the formula set forth in this Stipulation.
 - 10 (1) Using the Class Data, the Settlement Administrator will
11 calculate the total number of Qualified Paper Paychecks for
12 all Settlement Class Members. The number of Qualified
13 Paper Paychecks for each Settlement Class Member then
14 will be divided by the total number of Qualified Paper
15 Paychecks for all Settlement Class Members. The result of
16 that division will be the “Payment Ratio” for each Settlement
17 Class Member. Each Settlement Class Member’s Payment
18 Ratio then will be multiplied by the Net Settlement Amount
19 to calculate that Settlement Class Member’s share of the Net
20 Settlement Amount. A share of the Net Settlement Amount
21 will be provided only to those individuals who satisfy the
22 definition of Settlement Class Members, *i.e.*, Class Members
23 who do not submit a timely and valid Request for Exclusion.
24 (2) The Parties recognize and agree that the formula provided in
25 this Stipulation for allocating the Net Settlement Amount to
26 be paid to the Settlement Class Members is reasonable and
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1 designed to provide a fair settlement to the Settlement Class
2 Members.

3 b) Calculation of Individual PAGA Payments: Using the Aggrieved
4 Employee Data, the Settlement Administrator will calculate the total
5 number of Qualified Pay Periods for all Aggrieved Employees. The
6 number of Qualified Pay Periods for each Aggrieved Employee then
7 will be divided by the total number of Qualified Pay Periods for all
8 Aggrieved Employees. The result of that division will be the
9 Payment Ratio for each Aggrieved Employee. Each Aggrieved
10 Employee's Payment Ratio then will be multiplied by the \$125,000
11 portion of the PAGA Payment that is allocated for distribution to the
12 Aggrieved Employees to calculate each Aggrieved Employee's
13 Individual PAGA Payment.

14 c) Tax Allocation. For tax purposes, Individual Settlement Payments
15 shall be allocated and treated as 100% penalties and interest. For tax
16 purposes, Individual PAGA Payments shall be allocated and treated
17 as 100% penalties. The Settlement Administrator will be
18 responsible for issuing and mailing all required IRS Form 1099s.

19 d) Mailing. Individual Settlement Payments and Individual PAGA
20 Payments shall be mailed by regular First Class U.S. Mail to
21 Settlement Class Members' and Aggrieved Employees' last known
22 mailing addresses no later than 25 calendar days after the Effective
23 Date. All checks mailed to Aggrieved Employees shall include the
24 Notice of PAGA Settlement attached that is attached to this
25 Stipulation as **Exhibit 3**.

26 e) Uncashed Checks. All checks issued to Settlement Class Members
27 shall remain valid and negotiable for 90 calendar days after the date
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1 of their issuance. If any Individual Settlement Payment checks have
2 not been cashed by the check-cashing deadline, the Settlement
3 Administrator shall tender (i) one half of the funds represented by
4 those uncashed checks to Build California, a 501(c)(3) organization
5 that develops construction industry workforce from under-
6 represented communities (<https://buildcalifornia.com/about/>) and (ii)
7 the remaining one-half of the funds represented by any such
8 uncashed checks to The Beavers Charitable Trust, which provides
9 endowments and scholarships for universities feeding the
10 construction industry (<https://www.thebeavers.org/charitable-trust/>).
11 All funds sent to The Beaver Charitable Trust must be directed to a
12 university located in California. Any checks issued to Aggrieved
13 Employees shall remain valid and negotiable for 90 calendar days
14 after the date of their issuance. If any Individual PAGA Payment
15 checks have not been cashed by the check-cashing deadline, the
16 Settlement Administrator shall tender the funds represented by any
17 such uncashed checks to the LWDA.
18

19 3. Class Representative Incentive Awards and General Release Payments.

- 20 a) Plaintiffs will apply for a Class Representative Incentive Award of
21 up to \$5,000 for Plaintiff Parker and \$2,500 for Plaintiff Gurule for
22 their respective time, effort, and risk in bringing and prosecuting this
23 matter. The Class Representative Incentive Awards shall be in
24 addition to each Plaintiff's Individual Settlement Payment,
25 Individual PAGA Payment, and General Release Payment.
- 26 b) The Settlement Administrator shall pay the Class Representative
27 Incentive Awards to Plaintiffs from the Maximum Settlement
28 Amount no later than 25 calendar days after the Effective Date. Any

1 portion of the requested Class Representative Incentive Awards that
2 is not awarded to the Class Representatives shall become part of the
3 Net Settlement Amount.

4 c) The Settlement Administrator shall issue an IRS Form 1099 —
5 MISC to each Plaintiff for his or her Class Representative Incentive
6 Award. Each Plaintiff shall be solely and legally responsible to pay
7 any and all applicable taxes on the Class Representative Incentive
8 Awards and shall hold Defendant and the Released Parties harmless
9 from any claim or liability for taxes, penalties, or interest arising as
10 a result of the Class Representative Incentive Awards.

11 d) If the Court reduces or does not approve the requested Class
12 Representative Incentive Awards, Plaintiffs shall not have the right
13 to revoke this Settlement Agreement, and it will remain binding, nor
14 will Plaintiffs seek, request, or demand an increase in the Maximum
15 Settlement Amount on that basis.

16 e) Each of Plaintiffs has agreed to enter into a General Release in
17 exchange for a payment of \$20,000 each. The General Release
18 Payments shall be in addition to each Plaintiff's Class
19 Representative Incentive Award, Individual Settlement Payment,
20 and Individual PAGA Payment.

21 f) The Settlement Administrator shall pay the General Release
22 Payments to Plaintiffs from the Maximum Settlement Amount no
23 later than 25 calendar days after the Effective Date.

24 g) For tax purposes, the General Release Payments shall be allocated
25 and treated as 1/3 for wages and 2/3 for penalties and interest. The
26 Settlement Administrator shall issue IRS Forms W-2 for the wage
27 portions of the General Release Payments and IRS Forms 1099—
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1 MISC for the remaining 2/3 of the General Release Payments. Each
2 Plaintiff shall be solely and legally responsible to pay any and all
3 applicable taxes on the General Release Payments and shall hold
4 Defendant and the Released Parties harmless from any claim or
5 liability for taxes, penalties, or interest arising as a result of the
6 General Release Payments.

7 4. Class Counsel Award.

- 8 a) In consideration for settling the Action and in exchange for the
9 release of the Released Parties for all Released Claims, for the
10 resolution of the PAGA Released Claims, and the General Releases
11 by Plaintiffs, Class Counsel intends to apply for an award of
12 attorneys' fees not to exceed 30% of the Maximum Settlement
13 Amount (i.e., \$750,000 of the \$2,500,000 settlement), plus actual
14 costs and litigation expenses estimated not to exceed \$40,000.
- 15 b) Class Counsel, Plaintiffs and the Settlement Class Members will not
16 apply to the Court for any payment of attorneys' fees and costs that
17 are in addition to the foregoing. The Parties agree that, over and
18 above the Court-approved Class Counsel Award, each of the Parties,
19 including all Settlement Class Members and Aggrieved Employees,
20 shall bear their own fees and costs, including, but not limited to,
21 those related to the investigation, filing, prosecution, or settlement
22 of the Action; the negotiation, execution, or implementation of this
23 Agreement; and/or the process of obtaining, administering, or
24 challenging a Preliminary Approval Order and/or Final Approval
25 Order.
- 26 c) Any portion of the requested Class Counsel Award that is not
27 awarded to Class Counsel shall be part of the Net Settlement
28

Amount and shall be distributed to Settlement Class Members as provided in this Agreement.

- d) The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than 25 calendar days after the Effective Date.
- e) Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph III.L.4. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph.
- f) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, and the Settlement will remain binding, nor will Plaintiffs or Class Counsel seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

5. PAGA Payment. \$500,000 shall be allocated from the Maximum Settlement Amount for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA Payment.” The Settlement Administrator shall pay 75% of that \$500,000 payment, i.e., \$375,000, to the LWDA (the “LWDA Payment”) no later than 25 calendar days after the Effective Date. The remaining 25% of that \$500,000 payment, i.e., \$125,000, will be paid to the Aggrieved Employees according to the formula described in Paragraph III.L.2.(b). Class Counsel will take all action required by California Labor Code § 2699(l).

6. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the costs of administration

1 of the Settlement. The Settlement Administrator has agreed to fee not to
2 exceed \$16,000. The Settlement Administrator shall be paid the settlement
3 administration costs no later than 14 calendar days after Defendant provides
4 funds to the Settlement Administrator for disbursement under this
5 Agreement.

6 M. CAFA Notice. Defendant shall be responsible for providing any Class Action
7 Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 no later than ten days
8 after entry of an order granting preliminary approval of the Settlement. Defendant
9 may delegate service of the CAFA notice to the Settlement Administrator. If
10 Defendant does so, it shall provide the Settlement Administrator with the form of
11 CAFA notice that the Settlement Administrator shall serve on the appropriate
12 officials. Defendant shall file a declaration with the Court no later than 21 days
13 after serving the CAFA notice stating that the CAFA notice has been served on the
14 appropriate officials.

15 N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
16 accomplish the terms of this Settlement Agreement, including but not limited to
17 executing the necessary documents and taking such other action as reasonably may
18 be necessary to implement the terms of this Settlement Agreement. As soon as
19 practicable after executing this Settlement Agreement, Class Counsel shall, with the
20 assistance and cooperation of Defendant and Defense Counsel, take all necessary
21 steps to secure the Court's Preliminary and Final Approval of this Settlement
22 Agreement. The Parties also agree to cooperate in the settlement administration
23 process. The Parties each represent they do not have any financial interest in the
24 Settlement Administrator or otherwise have a relationship with the Settlement
25 Administrator that could create a conflict of interest. Class Counsel also will notify
26 Defense Counsel if subpoenaed or upon receipt of any other request for documents
27 or information regarding any other action filed or potential action against the
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Released Parties that covers or includes any Settlement Class Members and the Released Claims or any Aggrieved Employees and the PAGA Released Claims.

O. Preliminary Approval Hearing. Plaintiffs will request preliminary approval of the settlement, entry of a Preliminary Approval Order for preliminary approval of the proposed Agreement, and the setting of a date for a final-approval hearing. The Preliminary Approval Order shall provide for the Notice of Class Action Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction with the preliminary approval hearing, Plaintiffs shall submit this Agreement, which sets forth the terms of this settlement, and will include the proposed Notice of Class Action Settlement.

P. Motion for Approval of the Class Representative Incentive Awards, the General Release Payments, the Class Counsel Award, and the Settlement Administration Costs. No later than 14 calendar days before the Response Deadline, Plaintiffs shall file with the Court a motion for approval of the Class Representative Incentive Awards, the General Release Payments, the Class Counsel Award and the settlement administration costs. Plaintiffs shall provide a courtesy draft of those motion papers to Defense Counsel at least five court days before filing the documents. This motion and all supporting documents shall be posted on the Settlement Administrator's website until 35 days after the Effective Date.

Q. Final Approval Motion. No later than 35 calendar days before the final approval hearing, Plaintiffs shall file with the Court a Motion for Final Approval, which motion shall request final approval of the settlement, including the PAGA Payment. Plaintiffs shall provide a courtesy draft of those motion papers to Defense Counsel at least five court days before filing the documents. This motion and all supporting documents shall be posted on the Settlement Administrator's website until 35 days after the Effective Date.

1 1. Declaration by Settlement Administrator. The Settlement Administrator
2 shall submit a declaration in support of Plaintiff's Motion for Final
3 Approval of this Settlement. That declaration shall detail the number of
4 Notices of Class Action Settlement mailed and re-mailed to Class Members,
5 the number of undeliverable Notices of Class Action Settlement, the
6 number of timely Requests for Exclusion, the number of Notices of
7 Objection received, the amount of the average Individual Settlement
8 Payment, the amount of the average Individual PAGA Payment, the
9 settlement administration costs, and any other information that the Parties
10 mutually agree to include or that the Court orders the Settlement
11 Administrator to provide.

12 2. Final Approval Order. The Parties shall present a proposed Final Approval
13 Order to the Court, consistent with the terms and conditions of this
14 Agreement, for the Court's approval and judgment thereon.

15 R. Option to Revoke Settlement. Defendant has the unilateral right to revoke this
16 Agreement if, after the Response Deadline, the number of Class Members who have
17 submitted timely and valid written Requests for Exclusion equals at least 10% of all
18 Class Members. If Defendant exercises the option to terminate this Agreement, (a)
19 Defendant shall provide written notice to Class Counsel within 15 calendar days
20 after the Response Deadline, at which time this Agreement shall be void *ab initio*,
21 (b) Defendant shall pay all settlement administration costs incurred up through that
22 date and/or as a result of the termination, and (3) the Parties shall proceed in all
23 respects as if this Agreement had not been executed.

24 S. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by
25 the Court, the Parties agree to stay all proceedings in the Action except such
26 proceedings as are necessary or desirable to implement and complete the Settlement.
27
28

1 T. Nullification of Settlement Agreement. In the event that (i) the Court denies
 2 preliminary approval with prejudice, (ii) the Court denies final approval with
 3 prejudice, (iii) the Court does not enter a final judgment as provided in this
 4 Stipulation, or (iv) the settlement does not become final for any other reason, this
 5 Agreement shall be null and void and any order or judgment entered by the Court in
 6 furtherance of this settlement shall be treated as void from the beginning. In such a
 7 case, the Parties shall be returned to their respective statuses as of the date and time
 8 immediately before the execution of this Agreement, and the Parties shall proceed in
 9 all respects as if this Agreement had not been executed, except that any costs already
 10 incurred by the Settlement Administrator shall be paid by equal apportionment
 11 among the Parties, except as otherwise specified in Paragraph III.Q. If an appeal is
 12 filed from the Court's final judgment, or any other appellate review is sought,
 13 administration of the settlement shall be stayed pending final resolution of the
 14 appeal or other appellate review. In that event, Defendant, within 30 calendar days
 15 of that notification, shall pay any costs that were incurred by the Settlement
 16 Administrator before it was notified of the filing of an appeal from the Court's final
 17 judgment or of any other appellate review.

18
 19 U. No Effect on Employee Benefits. Amounts paid to Plaintiffs, the Settlement Class
 20 Members and Aggrieved Employees under this Agreement shall be deemed not to
 21 be pensionable earnings and shall not have any effect on the eligibility for, or
 22 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement
 23 plans, etc.) of the Plaintiffs, the Settlement Class Members and Aggrieved
 24 Employees.

25 V. Limitation on Public Statements About Settlement. Class Counsel and Plaintiffs
 26 agree that they will not issue any press releases or press statements regarding the
 27 Settlement, identify Defendant or Defense Counsel by name in any media, or
 28 communications with the press or media about the Settlement. In response to any

1 press or media inquiries about the Action, Class Counsel and Plaintiffs may state
2 that “the matter has been resolved.”

3 W. Headings. The descriptive headings of any paragraphs or sections of this Agreement
4 are inserted for convenience of reference only and do not constitute a part of this
5 Agreement.

6 X. Amendment or Modification. This Agreement may be amended or modified only by
7 a written instrument that (1) is signed by counsel for all Parties or their successors-
8 in-interest, (2) is signed by the Parties or their successors-in-interest, and (3) if the
9 Court’s approval is required, is as approved by the Court.

10 Y. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
11 Agreement among these Parties. Apart from the representations, warranties and
12 covenants contained and memorialized in this Agreement and its Exhibits, no oral or
13 written representations, warranties or inducements have been made to any Party
14 concerning this Agreement or its Exhibits.

15 Z. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
16 and represent they are expressly authorized by the Parties whom they represent to
17 negotiate this Agreement and to take all appropriate actions required or permitted to
18 be taken by those Parties under this Agreement to effectuate its terms, and to
19 execute any other documents required to effectuate the terms of this Agreement.
20 The person signing this Agreement on behalf of Defendant represents and warrants
21 that he or she is authorized to sign this Agreement on behalf of Defendant.
22 Plaintiffs represent and warrant that they are authorized to sign this Agreement and
23 that they have not assigned or transferred to any third-party or encumbered any
24 claim, or part of a claim, demand, cause of action or any rights herein released and
25 discharged or covered by this Agreement.

26 AA. Binding on Successors and Assigns. The provisions of this Settlement Agreement
27 shall run in perpetuity. This Agreement shall be binding upon and inure to the
28

1 benefit of the successors or assigns of the Parties to this Agreement, including the
2 Settlement Class Members.

3 BB. California Law Governs. All terms of this Agreement and its Exhibits and any
4 disputes arising under this Agreement shall be governed by and interpreted in
5 accordance with the laws of the State of California.

6 CC. Counterparts. This Agreement may be executed in one or more counterparts. All
7 executed counterparts and each of them shall be deemed to be one and the same
8 instrument, provided that counsel for the Parties to this Agreement shall exchange
9 among themselves copies or originals of the signed counterparts.

10 DD. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
11 Settlement to be a fair, adequate and reasonable settlement of this Action and have
12 arrived at this Agreement after extensive arm's-length negotiations, taking into
13 account all relevant factors, present and potential. The Parties further agree that this
14 Settlement Agreement shall not be construed in favor of or against any Party by
15 reason of the extent to which any Party or his, her or its counsel participated in the
16 drafting of this Settlement Agreement.

17 EE. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
18 with respect to the interpretation, implementation and enforcement of the terms of
19 this Agreement and all orders and judgments entered in connection therewith. The
20 Parties to this Agreement and their counsel submit to the jurisdiction of the Court
21 for purposes of interpreting, implementing and enforcing the settlement embodied in
22 this Agreement and all orders and judgments entered in connection with this
23 Agreement.

24 FF. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
25 invalid, the Court first shall attempt to construe those provisions as valid to the
26 fullest extent possible consistent with applicable precedents so as to hold all
27 provisions of this Agreement valid and enforceable.
28

1 GG. Waiver of Certain Appeals. Provided that the Court does not materially modify the
2 terms of this Agreement, the Parties (1) agree to waive all appeals from any orders
3 of the Court before final approval of the settlement and (2) further agree to waive all
4 appeals from the Court's final approval of the settlement.

5 HH. No Admissions by the Parties. Plaintiffs have asserted and continue to assert that
6 the Released Claims and the PAGA Released Claims have merit and give rise to
7 liability on Defendant's part. Defendant asserts that the Released Claims and the
8 PAGA Released Claims have no merit and do not give rise to liability. This
9 Agreement is a compromise of disputed claims. Nothing contained in this
10 Agreement, no documents referred to in this Agreement and no action taken to carry
11 out this Agreement may be construed or used as an admission by or against the
12 Defendant or Plaintiffs or Class Counsel as to the merits or lack of merit of the
13 claims asserted.

14 II. Notice of Settlement to LWDA. Plaintiffs will submit this Agreement and proposed
15 settlement to the LWDA as required by Labor Code Section 2699(1)(2) at the same
16 time that it is submitted to the Court for preliminary approval.

17
18 By signing below, the Parties indicate their approval of the form of this Settlement
19 Agreement and its exhibits.

20
21 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is
22 executed by the Parties and their duly authorized attorneys as of the day and year set forth below.

23
24 **IT IS SO AGREED:**
25
26
27
28

1 DATED: 5/26/, 2021
2
3

CHERNE CONTRACTING CORPORATION

4 By: Bradley J. Kaufman
5 Name: Bradley J. Kaufman
6 Title: Senior Vice President
7 On Behalf of Defendant

8
9
10 DATED: _____, 2021

BEATRICE PARKER

11 By: _____
12

13 DATED: _____, 2021
14
15

JEFFREY GURULE, SR.

16 By: _____
17
18
19
20
21
22
23
24
25
26
27
28

1 DATED: _____, 2021

CHERNE CONTRACTING CORPORATION

2
3
4 By: _____
5 Name:
6 Title:
7 On Behalf of Defendant

8 5/27/2021

9 DATED: _____, 2021

BEATRICE PARKER

10 *Beatrice Parker*
11 By: _____

12 DATED: _____, 2021

JEFFREY GURULE, SR.

13
14 By: _____
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1 DATED: _____, 2021

CHERNE CONTRACTING CORPORATION

2
3
4 By: _____
5 Name:
6 Title:
On Behalf of Defendant

7 DATED: _____, 2021

BEATRICE PARKER

8
9
10
11 5/27/2021
12 DATED: _____, 2021

JEFFREY GURULE, SR.

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14 By:  _____
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1 APPROVED AS TO FORM:

2
3 DATED: 6-3, 2021

KELLER GROVER LLP

4
5
6 By: EA Grover
ERIC A. GROVER
ROBERT W. SPENCER

7
8 Attorneys for Plaintiffs
BEATRICE PARKER and JEFFREY GURULE,
9 SR.

10
11 DATED: May 14, 2021

LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION

12
13
14 By: Scot Bernstein
SCOT BERNSTEIN

15
16 Attorneys for Plaintiffs
BEATRICE PARKER and JEFFREY GURULE,
17 SR.

18
19
20 DATED: _____, 2021

PERKINS COIE LLP

21
22
23 By: _____
ARTHUR J. ROONEY
JILL L. RIPKE

24
25 Attorneys for Defendant
CHERNE CONTRACTING CORPORATION
26
27
28

1 **APPROVED AS TO FORM:**

2
3 DATED: _____, 2021

KELLER GROVER LLP

4
5
6 By: _____
ERIC A. GROVER
ROBERT W. SPENCER

7
8 Attorneys for Plaintiffs
BEATRICE PARKER and JEFFREY GURULE,
9 SR.

10
11 DATED: _____, 2021

LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION

12
13
14 By: _____
15 SCOT BERNSTEIN

16 Attorneys for Plaintiffs
17 BEATRICE PARKER and JEFFREY GURULE,
18 SR.

19
20 DATED: May 27, 2021

PERKINS COIE LLP

21
22 
23 By: _____
ARTHUR J. ROONEY
24 JILL L. RIPKE

25 Attorneys for Defendant
26 CHERNE CONTRACTING CORPORATION
27
28

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Parker, et al v. Cherne Contracting Corporation
Case No. 18-cv-01912-HSG**

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class action settlement will affect your rights if you worked for Cherne Contracting Corporation in California at any time between December 18, 2016 and June 6, 2019, inclusive, and received a paper paycheck.

- Two former employees have sued Cherne Contracting Corporation (“Cherne”) alleging various violations of the California Labor Code. Cherne has denied all of the claims in the lawsuit.
- The Court has allowed one claim from the lawsuit to proceed as a class action on behalf of Cherne's hourly employees who worked in California at any time between December 18, 2016 and June 6, 2019, inclusive, and received one or more paper paychecks.
- The complaint also alleges that Plaintiff Parker is entitled to recover civil penalties for herself and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- The certified claim and the PAGA claims have been settled. The Court has preliminarily approved the Settlement.
- If you qualify as a Settlement Class Member, you could receive money from the Settlement of the Class claim.
- If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, **all** Settlement Class Members are also Aggrieved Employees.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

| | |
|-------------------------|--|
| DO NOTHING | If you do nothing, you will receive a Class Settlement payment. In exchange for this payment, you will give up any rights to sue for the same claim that is released as of this Settlement. |
| EXCLUDE YOURSELF | Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against Cherne, as explained below. <u>NOTE:</u> Aggrieved Employees may not opt out of the PAGA portion of the Settlement. |
| OBJECT | Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment. |

| | |
|---|--|
| HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT? | Based on Cherne's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Paper Paychecks during the Class Period: _____. |
|---|--|

| | |
|---|--|
| HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT? | Based on Cherne's records, your Individual PAGA Payment is estimated to be \$_____. This is based on your total Qualified Pay Periods during the PAGA Period: _____. |
|---|--|

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

Cherne's records show that you worked for Cherne in California during some or all of the period from December 18, 2016 through June 6, 2019, inclusive, and received one or more paper paychecks.

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Two former employees have sued Cherne alleging various violations of the California Labor Code. Cherne has denied all of the claims asserted in the lawsuit. The Court has allowed one claim from this lawsuit to proceed as a class action on behalf of all Cherne employees who worked in California at any time between December 18, 2016 and June 6, 2019, inclusive, and received one or more paper paychecks. The issue is whether Cherne violated Labor Code § 226(a)(8) by providing you and other Cherne employees during that time period with wage statements that were missing Cherne's full name and address. The complaint also alleges claims under the California Private Attorneys General Act of 2004 ("PAGA").

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

The Court decided that the Labor Code § 226(a)(8) wage statement claim can proceed on a class-wide basis. Following that decision, the parties agreed to a settlement after a mediation using a neutral third-party mediator. The certified class claim and the PAGA claims were settled because Class Counsel and the Class Representatives believe that the terms of the Settlement are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

The Court has not ruled on the merits of Plaintiffs' claims. Cherne denies all of Plaintiffs' allegations, or that it violated any law, and contends that at all times it complied with federal, state and local laws, as

well as any applicable labor agreements. The settlement is not an admission by Cherne of any wrongdoing or an indication that any law was violated.

WHO IS IN THE CLASS?

You are part of the Class Settlement if you are a member of the “Class” (a “Class Member”). The “Class” is defined to include all current and former hourly employees who worked for Cherne in California and received one or more paper paychecks during the period between December 18, 2016 and June 6, 2019, inclusive, who do **not** submit a timely and valid request for exclusion.

All Class Members are also Aggrieved Employees, who are defined to include all current and former hourly employees who worked for Cherne in California at any time between December 18, 2016 and February 22, 2021, inclusive.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of certain claims against it and final judgment on the Action, Cherne will pay \$2,500,000 (the “Maximum Settlement Amount”), which includes all payments contemplated by the Settlement Agreement, including all payments to Settlement Class Members, incentive awards to the Plaintiffs and Class Representatives, general release payments to Plaintiffs, Class Counsel’s attorneys’ fees and costs, a payment to the California Labor and Workforce Development Agency (“LWDA”) as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The “Net Settlement Amount” is the amount remaining after deduction of Class Counsel’s attorneys’ fees and costs, the incentive awards to the Plaintiffs and Class Representatives, the general release payments to the Plaintiffs, the PAGA Payment, and the settlement administration costs. The entire Net Settlement Amount will be distributed to Settlement Class Members (i.e., Class Members who do not opt out).

The \$500,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$375,000 will be distributed to the LWDA and \$125,000 will be distributed to Aggrieved Employees based on the formula described below.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- Individual Settlement Payments: Settlement Class Members are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$1,146,500. Your estimated Individual Settlement Payment is listed on the first page of this Notice.
- Class Representative Incentive Awards: Plaintiff Parker will request from the Court an award of \$5,000 in recognition of her efforts and risks in assisting with the prosecution of the Action. Plaintiff Gurule will request from the Court an award of \$2,500 in recognition of his efforts and risks in assisting with the prosecution of the Action. These amounts will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution to Settlement Class Members.
- Plaintiffs’ General Release Payments: The Court did not certify all of the claims in the Action for class treatment. Plaintiffs Parker and Gurule also have individual claims that are not covered by

the class-wide settlement. Cherne has agreed to pay \$20,000 each to Plaintiffs Parker and Gurule from the Maximum Settlement Amount in exchange for settlement of all of their individual claims and a general release.

- Class Counsel Award: Class Counsel will request that the Court approve up to 30% of the Maximum Settlement Amount (\$750,000 of \$2,500,000) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$40,000), as supported by declarations. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution to Settlement Class Members.
- Settlement Administration: The cost of settlement administration shall not exceed \$16,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- Uncashed Checks: Any checks issued to Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance. In the event any Individual Settlement Payment checks have not been cashed within 90 days, the Settlement Administrator shall tender one-half of the funds represented by any such uncashed checks to Build California, a 501.c.3 organization that seeks to develop a future workforce for the construction industry from often under-represented communities (<https://buildcalifornia.com/about/>) and the remaining one-half of the funds represented by any such uncashed checks to The Beavers Charitable Trust, which provides endowments and scholarships to universities feeding the construction industry (<https://www.thebeavers.org/charitable-trust/>). (All funds sent to The Beaver Charitable Trust must be directed to an education institution located in California.)

Any checks issued to Aggrieved Employees who are not Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance. In the event an Individual PAGA Payment check has not been cashed within 90 days, the Settlement Administrator shall tender to the LWDA the funds represented by any such uncashed checks.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Class Settlement, you will automatically receive your share of the Net Settlement Amount after the Court approves the Settlement. Your estimated share, that is your estimated Individual Settlement Payment, is based on the number of Qualified Paper Paychecks that you received from Cherne during the Class Period. Your total number of Qualified Paper Paychecks and estimated Individual Settlement Payment is listed on the first page of this Notice.

HOW IS MY PORTION OF THE CLASS SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Paper Paychecks, which is the total number of paper paychecks that you received from Cherne for your work in California (based on Cherne's records) during the period December 18, 2016 through June 6, 2019, inclusive. Your total Qualified Paper Paychecks will be divided by the total Qualified Paper Paychecks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by the Net Settlement Amount to determine your Individual Settlement Payment.

Your Individual Settlement Payment may vary from the estimated payment listed on page one of this Notice if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representatives, and the Settlement Administrator.

ONLY if you disagree with the number Qualified Paper Paychecks stated on page one, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

Facsimile: (*) ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

All Class Members also qualify as Aggrieved Employees and thus will also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$125,000) based on your number of Qualified Pay Periods during the PAGA Period, which is December 18, 2016 through February 22, 2021, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$125,000 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement, you will be issued your Individual Settlement Payment and Individual PAGA Payment without any further action needed from you.

To ensure receipt of your Settlement Payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **<<date>>** in Courtroom 2, 4th Floor, of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612, to decide whether to approve the Settlement. If the Court approves the Settlement, your Settlement Payments will be mailed to you within approximately 30 days from the date of the final approval order, unless there are objections or appeals. It is always uncertain when these issues can be resolved, and resolving them can take time.

Please be advised that the date of the final approval hearing may change without further notice to the class. Class Members are therefore advised to check the Court's website (<https://www.cand.uscourts.gov/judges/gilliam-haywood-s-hsg/>) or contact Class Counsel or the Settlement Administrator to confirm that the date and location has not been changed.

Questions? Call **<<CLAIM ADMIN PH NO>>** or visit **<<WEBSITE ADDRESS>>**

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE CLASS ACTION SETTLEMENT?

Unless you exclude yourself, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including the release of claims described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action related to the Released Claims will apply to you and legally bind you.

Released Claims

The term "Released Claims" means the claims in the operative Third Amended Complaint under California Labor Code § 226 based on the alleged failure to provide compliant wage statements, together with interest, fees, and costs related to that failure. The Release Period for the Released Claims shall be the same as the Class Period, i.e., from December 18, 2016 through June 6, 2019, inclusive. To avoid and prevent doubt, the Released Claims do not include a release of any other claims, including claims by Plaintiffs or Class Members that may exist in connection with any of the claims that were not certified by the Court in the November 20, 2020 Order Denying in Part and Granting in Part Motion for Class Certification (Dkt. 81).

The Release will extend to Defendant Cherne Contracting Corporation and all of Defendant's parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the "Released Parties").

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff Parker, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all claims for civil penalties, attorneys' fees, and litigations costs under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the operative Third Amended Complaint (Dkt. 82) for the PAGA Period, i.e., the "PAGA Released Claims."

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE CLASS ACTION SETTLEMENT?

If you do not wish to participate in the Class Action Settlement, you may exclude yourself (generally called "opting out") by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must (1) must contain your name, address, and the last four digits of your Social Security number or Employee ID number; (2) must be signed by you; (3) must be postmarked by <<Date>> [45 calendar days after initial mailing] and mailed to the Settlement Administrator at the specified address; and (4) must contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Parker and Gurule v. Cherne Contracting Corp.*"

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Questions? Call <<CLAIM ADMIN PH NO>> or visit <<WEBSITE ADDRESS>>

Settlement Administrator

<<Address>>

Phone: (*) ***-******

Facsimile: (*) ***-******

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Class Action Settlement, you may not object to the Settlement and, except as provided below, you shall receive no benefits, including an Individual Settlement Payment, from the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against Cherne. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class, and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Class Member who has not asked to be excluded from this Settlement may object to the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. Please also keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Court at the address below in person or by mail stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement. A written Notice of Objection must be signed by you and include: (1) the case name and number (*Parker v. Cherne Contracting Corporation*, Case No. 18-cv-01912-HSG); (2) your name; (3) your address; (4) the last four digits of your Social Security number or Employee ID number; (4) the basis for your objection and any supporting documents; and (5) if you intend to appear at the final approval hearing. Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be filed in person or mailed via United States first class mail postmarked no later than **<<Date>>** [45 calendar days after initial mailing] to:

**United States District Court
Class Action Clerk
1301 Clay Street, Suite 400S
Oakland, California 94612**

If you have submitted a written objection, you may, but are not required to, appear at the Final Approval Hearing set for <<date>> in Courtroom 2, 4th Floor, of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612 and discuss your objections with the Court and the parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information: contact Class Counsel at the below address, phone number or email addresses; access relevant case documents including the Settlement Agreement and the motions for final approval and attorneys' fees and costs at the Settlement Administrator's website (insert URL); access the Court docket by visiting the office of the Clerk of Court at any of the locations listed at <https://cand.uscourts.gov/about/locations/> between 9:00 a.m. and 4:00 p.m.; or access the Court docket for a fee at the Court's PACER website, <https://ecf.cand.uscourts.gov/>.

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) _____ or visit the Settlement Administrator's website at (insert URL).

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Call <<CLAIM ADMIN PH NO>> or visit <<WEBSITE ADDRESS>>

EXHIBIT 2

[insert address]

[Insert Recipient's Address]

**THIS IS A LEGAL NOTICE REGARDING DEADLINES AFFECTING YOUR RIGHTS TO
MONEY FROM A CLASS ACTION SETTLEMENT. IT IS NOT AN ADVERTISEMENT OR A SOLICITATION.**

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EXHIBIT 3

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Parker, et al v. Cherne Contracting Corporation
Case No. 18-cv-01912-HSG**

**NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT
CLAIMS (CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

You have been identified as an “Aggrieved Employee,” defined as all current and former hourly employees who worked for Defendant Cherne Contracting Corporation in California at any time between December 18, 2016 through February 22, 2021, inclusive.

On February 23, 2018, Beatrice Parker (“Plaintiff”) filed her original complaint in Alameda County Superior Court to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The complaint was later removed to federal court and the operative Third Amended Complaint was filed on November 23, 2020.

The lawsuit alleges that Defendant violated PAGA by, among other things, not paying Aggrieved Employees all wages owed for hours worked, failing to provide Aggrieved Employees with accurate wage statements, failing to timely pay Aggrieved Employees their final pay, and failing to provide Aggrieved Employees one day of rest in seven. Cherne denies all of Plaintiff’s allegations and disputes all of Plaintiff’s PAGA claims.

Plaintiff and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement agreement on [insert date]. The total PAGA settlement is for \$500,000. However, by law, \$375,000 has been paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws. The remaining \$125,000 is being distributed to Aggrieved Employees as described below.

Pursuant to the settlement agreement, \$125,000 shall be divided by the total number of Qualified Pay Periods (defined as any pay period in which an Aggrieved Employee performed work for Defendant in California between December 18, 2016 and February 22, 2021, inclusive), as determined by Defendant’s records. This amount is called the “Payment Ratio.” Each Aggrieved Employee shall be paid an amount equal to his or her number of individual Qualified Pay Periods multiplied by the Payment Ratio.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation of the released PAGA claims by Plaintiff or the LWDA, either directly or through any other proxy or agent:

As of the Effective Date, Plaintiff Parker, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all claims for civil penalties, attorneys’ fees, and litigations costs under the California

Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the operative Third Amended Complaint (Dkt. 82) for the PAGA Period (December 18, 2016 through February 22, 2021, inclusive).

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at _____ or visit the Settlement Administrator's website ([insert URL](#)).

EXHIBIT B

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Slip Listing

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Selection Criteria

Time.Selection Include: E. Grover
 Clie.Selection Include: Cherne
 Slip.Classification Open

Rate Info - identifies rate source and level

| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 100590 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 9/12/2017 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise representation agreement; phone call with S. Bernstein regarding same. | | | 0.00 | | |
| 103285 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 12/17/2017 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review, revise and approve PAGA letter. | | | 0.00 | | |
| 103384 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 1/3/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review CBA and email R. Spencer regarding same. | | | 0.00 | | |
| 103564 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 1/22/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review letter and attachments from Cherne's in-house counsel. | | | 0.00 | | |
| 103577 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 1/23/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review email from R. Spencer regarding CBA issue. | | | 0.00 | | |
| 105601 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 2/9/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise complaint. | | | 0.00 | | |
| 103956 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 2/16/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise draft FAC. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|-------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 104010 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 2/22/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise FAC. | | | 0.00 | | |
| 104999 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/19/2018 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email C. Cerda regarding possible additional plaintiff or claims. | | | 0.00 | | |
| 105253 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/27/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review master labor agreement. | | | 0.00 | | |
| 105265 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/29/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review removal papers. | | | 0.00 | | |
| 105276 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/30/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review Case Management Conference order. | | | 0.00 | | |
| 105332 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 4/2/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review order of reassignment and Case Management Conference order; research new judicial assignment. | | | 0.00 | | |
| 105648 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 4/3/2018 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Phone call with defense counsel regarding stipulation; review and revise stipulation. | | | 0.00 | | |
| 105844 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 4/18/2018 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel regarding motion to dismiss. | | | 0.00 | | |
| 106297 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 4/25/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Review legal research regarding motion to dismiss; emails with E. Acevedo regarding same; email defense counsel regarding same. | | | 0.00 | | |
| 106311 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 4/27/2018 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft stipulation and email same to defense counsel. | | | 0.00 | | |
| 106333 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 4/30/2018 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails regarding stipulation; finalize and file stipulation. | | | 0.00 | | |
| 106341 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 5/1/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review order regarding new briefing schedule. | | | 0.00 | | |
| 107302 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 5/2/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review emails re opposition arguments. | | | 0.00 | | |
| 107351 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 5/3/2018 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Long phone call with E. Acevedo and S. Bernstein re oppositions to motion to dismiss; review legal research regarding preemption issues; phone call with E. Acevedo discussion cases and strategy for opposition. | | | 0.00 | | |
| 107485 | TIME | E. Grover | 4.00 | 900.00 | 3600.00 |
| 5/21/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise draft opposition to motion to dismiss. | | | 0.00 | | |
| 107490 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 5/22/2018 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Long phone call with E. Acevedo regarding revisions to MTD opposition. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|-----------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 107502 | TIME | E. Grover | 5.00 | 900.00 | 4500.00 |
| 5/23/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on opposition brief; emails with E. Acevedo regarding same. | | | 0.00 | | |
| 107508 | TIME | E. Grover | 4.00 | 900.00 | 3600.00 |
| 5/24/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Final review and revision of opposition brief; review and revised proposed order; emails and phone call with E. Acevedo regarding same. | | | 0.00 | | |
| 107539 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 5/30/2018 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel regarding ADR stipulation. | | | 0.00 | | |
| 107853 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 6/4/2018 | | E-mail exchange | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email exchange with defense counsel regarding meet and confer. | | | 0.00 | | |
| 107861 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 6/5/2018 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Meet and confer phone call with defense counsel; prepare and file ADR form. | | | 0.00 | | |
| 107885 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 6/7/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review court order regarding Case Management Conference. | | | 0.00 | | |
| 109766 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 7/5/2018 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review MTD reply brief. | | | 0.00 | | |
| 109780 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 7/9/2018 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Drafting Rule 26(f) Report and Joint case management conference statement. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value | |
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| Dates and Time | Activity | DNB Time | Rate Info | | |
| Posting Status | Client | Est. Time | Bill Status | | |
| Description | Reference | Variance | | | |
| 109792 | TIME | E. Grover | 0.90 | 900.00 | 810.00 |
| 7/10/2018 | Finalize | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Finalize draft Rule 26(f) Report and draft Joint case management conference Statement and email to defense counsel for review. | | 0.00 | | | |
| 109878 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 7/12/2018 | Review | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Review defendant's edits to joint case management conference and Rule 26(f) report; email defense counsel regarding same. | | 0.00 | | | |
| 109891 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 7/13/2018 | E-mail | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Emails regarding moving hearing date. | | 0.00 | | | |
| 110572 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/31/2018 | Review | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Review new 9th Circuit LMRA case. | | 0.00 | | | |
| 113741 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 1/28/2019 | Review | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Review new LMRA Ninth Circuit decision and emails with R. Spencer and E. Acevedo re same. | | 0.00 | | | |
| 113760 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 1/29/2019 | Review | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Review order re motion to dismiss; emails with defense counsel re same. | | 0.00 | | | |
| 113852 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/3/2019 | Discuss | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Email defense counsel re cmc and settlement. | | 0.00 | | | |
| 114002 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 2/4/2019 | Review | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Review and revise second amended complaint; draft joint cmc statement and forward to defense counsel. | | 0.00 | | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 114010 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 2/5/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review joint cmc re defense counsel's edits; emails with defense counsel re mediation. | | | 0.00 | | |
| 114057 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/10/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re mediation. | | | 0.00 | | |
| 114064 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 2/11/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Multiple emails with defense counsel re mediation; research re several proposed mediators; review and approve S. Bernstein revisions to FAC. | | | 0.00 | | |
| 114135 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 2/12/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re mediation with defense counsel; research several mediation options. | | | 0.00 | | |
| 114102 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/13/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re mediation. | | | 0.00 | | |
| 114145 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 2/14/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re mediation. | | | 0.00 | | |
| 114164 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 2/15/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise draft status report and emails with defense counsel re same. | | | 0.00 | | |
| 114208 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 2/18/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re complaints. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 114415 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 2/22/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re responsive pleading. | | | 0.00 | | |
| 114434 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/26/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review orders issued by court. | | | 0.00 | | |
| 114595 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 2/28/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise and finalize mediation information request and email defense counsel re same. | | | 0.00 | | |
| 114799 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/11/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review answer to amended complaint. | | | 0.00 | | |
| 114883 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 3/19/2019 | | Research | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise mediation brief. | | | 0.00 | | |
| 115073 | TIME | E. Grover | 2.80 | 900.00 | 2520.00 |
| 3/25/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on next draft of mediation brief; email defense counsel re mediation information request. | | | 0.00 | | |
| 115090 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/26/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re moving mediation; pc's re same. | | | 0.00 | | |
| 115104 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/28/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re mediation. | | | 0.00 | | |
| 115109 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/29/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re mediation. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|--|-------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 115266 | E. Grover | 0.20 | 900.00 | 180.00 |
| 4/15/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re mediation information request. | | 0.00 | | |
| 115276 | E. Grover | 0.10 | 900.00 | 90.00 |
| 4/16/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review email from defense counsel re mediation information request. | | 0.00 | | |
| 115663 | E. Grover | 0.10 | 900.00 | 90.00 |
| 4/22/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re status of information production. | | 0.00 | | |
| 115681 | E. Grover | 0.20 | 900.00 | 180.00 |
| 4/24/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Mediation related e-mails. | | 0.00 | | |
| 115722 | E. Grover | 2.00 | 900.00 | 1800.00 |
| 5/1/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review mediation data provided by defendant; call with R. Spencer and co-counsel re same; draft lengthy email to defense counsel re mediation data issues. | | 0.00 | | |
| 115772 | E. Grover | 0.80 | 900.00 | 720.00 |
| 5/6/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails with mediator's office re brief' review emails and documents from defense counsel. | | 0.00 | | |
| 115786 | E. Grover | 0.90 | 900.00 | 810.00 |
| 5/7/2019 | Phone Calls | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Pc/ S. Bernstein re mediation; participate in call with mediator and all counsel; post-mediator call with S. Bernstein. | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 115893 | TIME | E. Grover | 0.40 | 900.00 | 360.00 |
| 5/8/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review S. Bernstein email re damages model. | | | 0.00 | | |
| 115936 | TIME | E. Grover | 4.00 | 900.00 | 3600.00 |
| 5/13/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review defendant's mediation submission; email defense counsel re same; draft supplemental mediation brief; discuss same with S. Bernstein; finalize and submit supplemental mediation brief; prepare for mediation. | | | 0.00 | | |
| 116155 | TIME | E. Grover | 5.00 | 900.00 | 4500.00 |
| 5/14/2019 | | Prepare | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for and attend mediation. | | | 0.00 | | |
| 116192 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 5/24/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft email to defense counsel re proposed stipulation to have court determine legal issue. | | | 0.00 | | |
| 116285 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 5/29/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re motion stipulation. | | | 0.00 | | |
| 116823 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 6/10/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review, revise and finalize discovery requests; email defense counsel re same and pmk deposition. | | | 0.00 | | |
| 117025 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 6/14/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise initial disclosure; email defense counsel re discovery issues. | | | 0.00 | | |
| 117045 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 6/18/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re pmk deposition. | | | 0.00 | | |

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| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 117065 | E. Grover | 0.10 | 900.00 | 90.00 |
| 6/20/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re pmk deposition. | | 0.00 | | |
| 117344 | E. Grover | 0.50 | 900.00 | 450.00 |
| 6/28/2019 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft stipulation re class certification dates. | | 0.00 | | |
| 117350 | E. Grover | 0.10 | 900.00 | 90.00 |
| 7/1/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re stipulation. | | 0.00 | | |
| 117671 | E. Grover | 0.20 | 900.00 | 180.00 |
| 7/10/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review email from defense counsel re initial disclosures. | | 0.00 | | |
| 117894 | E. Grover | 0.50 | 900.00 | 450.00 |
| 7/15/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review defendant's initial disclosures. | | 0.00 | | |
| 117687 | E. Grover | 0.10 | 900.00 | 90.00 |
| 7/16/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review order re scheduling stipulation. | | 0.00 | | |
| 117697 | E. Grover | 0.50 | 900.00 | 450.00 |
| 7/19/2019 | Discovery | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| E-mails re discovery issues. | | 0.00 | | |
| 117715 | E. Grover | 0.20 | 900.00 | 180.00 |
| 7/23/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails re discovery issues. | | 0.00 | | |
| 117848 | E. Grover | 1.20 | 900.00 | 1080.00 |
| 7/26/2019 | Conference | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Conference call with all counsel re discovery issues; prepare email to defense counsel re same; review Judge Gilliam certification orders. | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 118304 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/5/2019 | | Prepare | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re discovery issues. | | | 0.00 | | |
| 118322 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 8/8/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Multiple emails with defense counsel re depositions; review defendant's discovery responses. | | | 0.00 | | |
| 118331 | TIME | E. Grover | 0.70 | 900.00 | 630.00 |
| 8/9/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Multiple emails re discovery issues. | | | 0.00 | | |
| 118405 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 8/12/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Begin review of defendant's document production. | | | 0.00 | | |
| 118516 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/19/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Multiple emails with defense counsel and co-counsel re discovery issues; emails with E. Acevedo re motion to move class cert hearing deadline. | | | 0.00 | | |
| 118531 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 8/20/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re discovery issues and motion to move class cert deadline. | | | 0.00 | | |
| 118549 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/23/2019 | | Conference Call | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conference call with S. Bernstein and defense counsel re discovery issues and moving class cert deadlines; discuss same with S. Bernstein. | | | 0.00 | | |
| 118700 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 8/26/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise several drafts of motion to amend scheduling order; email defense counsel re same; discuss pmk deposition with R. Spencer. | | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 119122 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 8/27/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review pmk deposition outline; review and revise scheduling order motion documents; email with defense counsel re same; review newly produced documents. | | | 0.00 | | |
| 119180 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 8/28/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review newly produced documents; emails with defense counsel re scheduling motion; finalize scheduling motion. | | | 0.00 | | |
| 119155 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 8/29/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review latest document production; send emails to R. Spencer re pmk depo issues; emails with defense counsel re discovery issues; review response to RFP #2. | | | 0.00 | | |
| 119169 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/30/2019 | | Discuss | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Discuss pmk depo with R. Spencer; several emails with co-counsel and defense counsel re depositions. | | | 0.00 | | |
| 119299 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 9/3/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Various emails re depositions and class cert issues. | | | 0.00 | | |
| 119417 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 9/5/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email exchange with defense counsel re class list. | | | 0.00 | | |
| 119477 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 9/6/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Various emails re discovery and class cert issues; pc/ S. Bernstein re letter to class members. | | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 119480 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 9/7/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise draft letter to class members. | | | 0.00 | | |
| 119487 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 9/10/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re class cert issues. | | | 0.00 | | |
| 119515 | TIME | E. Grover | 0.70 | 900.00 | 630.00 |
| 9/16/2019 | | Discuss | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Discuss depositions with R. Spencer; multiple emails with defense counsel re deposition issues. | | | 0.00 | | |
| 119792 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 9/17/2019 | | Prepare | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for and participate in scheduling conference; emails with co-counsel re same. | | | 0.00 | | |
| 119801 | TIME | E. Grover | 1.90 | 900.00 | 1710.00 |
| 9/18/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re meet and confer issue; review, revise and finalize new written discovery; pc/ R. Spencer re Minnesota depositions; communications with A. Barnes re class cert briefing. | | | 0.00 | | |
| 119867 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 9/24/2019 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Long call with A. Barnes and R. Spencer re class cert issues. | | | 0.00 | | |
| 120037 | TIME | E. Grover | 0.40 | 900.00 | 360.00 |
| 9/27/2019 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Pc's R. Spencer re depositions and email with R. Spencer re adding new plaintiff. | | | 0.00 | | |
| 120132 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 9/30/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review new document production by defendant; discuss class member declarations and adding | | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| <hr/> | | | | | |
| | additional plaintiffs with R. Spencer. | | | | |
| 120146 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 10/2/2019 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Pc/ S. Bernstein re new case involving Chevron; discuss potential additional plaintiffs with R. Spencer. | | | 0.00 | | |
| 120158 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 10/4/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review emails re adding plaintiffs. | | | 0.00 | | |
| 120251 | TIME | E. Grover | 1.40 | 900.00 | 1260.00 |
| 10/9/2019 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with A. Barnes and R. Spencer re motion to amend complaint; prepare for and participate in call with S. Bernstein and counsel for newly filed Cherne case. | | | 0.00 | | |
| 120354 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 10/10/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on class certification motion; prepare for call with Clayborne counsel; pc/ S. Bernstein re Clayborne action. | | | 0.00 | | |
| 120380 | TIME | E. Grover | 0.90 | 900.00 | 810.00 |
| 10/15/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review, revise and approve draft Third Amended Complaint; email defense counsel re same. | | | 0.00 | | |
| 120396 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 10/16/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise motion to amend; work on class cert motion; emails with R. Spencer and A. Barnes re class cert and motion to amend issues; emails with defense counsel re motion to amend. | | | 0.00 | | |
| 120585 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 10/17/2019 | | Finalize | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize and file motion to amend complaint; work on class cert motion. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 120690 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 10/30/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on class cert motion. | | | 0.00 | | |
| 120694 | TIME | E. Grover | 7.00 | 900.00 | 6300.00 |
| 10/31/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise draft of class certification motion; pc/ S. Bernstein and R. Spencer re same; review deposition corrections submitted by defendant. | | | 0.00 | | |
| 120702 | TIME | E. Grover | 2.50 | 900.00 | 2250.00 |
| 11/4/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review opposition to motion to amend; emails with co-counsel re same; review and revise draft class cert declarations; work on class cert motion. | | | 0.00 | | |
| 120704 | TIME | E. Grover | 2.80 | 900.00 | 2520.00 |
| 11/6/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on next version of class certification brief. | | | 0.00 | | |
| 120813 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 11/7/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise motion to amend reply brief; review and revise class cert brief and declarations. | | | 0.00 | | |
| 120819 | TIME | E. Grover | 4.50 | 900.00 | 4050.00 |
| 11/10/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise class cert motion and supporting documents. | | | 0.00 | | |
| 120828 | TIME | E. Grover | 6.00 | 900.00 | 5400.00 |
| 11/11/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise various class cert motion documents; discuss same with R. Spencer and S. Bernstein. | | | 0.00 | | |
| 120839 | TIME | E. Grover | 5.50 | 900.00 | 4950.00 |
| 11/12/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Final review and edits to all class certification motion documents and file. | | | 0.00 | | |

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|---|-------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 121077 | E. Grover | 0.20 | 900.00 | 180.00 |
| 11/15/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review emails re depositions. | | 0.00 | | |
| 121329 | E. Grover | 0.30 | 900.00 | 270.00 |
| 11/20/2019 | Discuss | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Discuss deposition prep with R. Spencer. | | 0.00 | | |
| 121339 | E. Grover | 0.10 | 900.00 | 90.00 |
| 11/22/2019 | Discuss | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Discuss Plaintiff's deposition with R. Spencer. | | 0.00 | | |
| 121361 | E. Grover | 1.00 | 900.00 | 900.00 |
| 12/1/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review deposition subpoenas; review documents related to deponents provided by Defendant. | | 0.00 | | |
| 121365 | E. Grover | 0.80 | 900.00 | 720.00 |
| 12/2/2019 | Phone Calls | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Several pc's R. Spencer re class member declarations; review Defendant's discovery responses. | | 0.00 | | |
| 121987 | E. Grover | 1.50 | 900.00 | 1350.00 |
| 12/16/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Start review of class cert opposition. | | 0.00 | | |
| 122011 | E. Grover | 0.30 | 900.00 | 270.00 |
| 12/18/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails with team re class cert reply. | | 0.00 | | |
| 122104 | E. Grover | 1.00 | 900.00 | 900.00 |
| 12/18/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Partial review of class cert opposition. | | 0.00 | | |
| 122119 | E. Grover | 2.80 | 900.00 | 2520.00 |
| 12/23/2019 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finish review of class cert opposition and prepare for conference re same; email defense counsel re | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| class member depositions. | | | | |
| 122126 | E. Grover | 0.50 | 900.00 | 450.00 |
| 12/24/2019 | Conference Call | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Conference call with team re class cert reply brief. | | 0.00 | | |
| 122138 | E. Grover | 0.20 | 900.00 | 180.00 |
| 12/26/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails with defense counsel re depositions. | | 0.00 | | |
| 122147 | E. Grover | 0.50 | 900.00 | 450.00 |
| 12/27/2019 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft document request re declarants time records; emails re deposing declarants. | | 0.00 | | |
| 122156 | E. Grover | 0.50 | 900.00 | 450.00 |
| 12/27/2019 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails re deposition issues; emails re call cert reply outline. | | 0.00 | | |
| 122205 | E. Grover | 0.20 | 900.00 | 180.00 |
| 1/2/2020 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re depositions. | | 0.00 | | |
| 122224 | E. Grover | 2.00 | 900.00 | 1800.00 |
| 1/5/2020 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review and revise class certification reply outline with S. Bernstein comments; pc/ S. Bernstein re reply strategy; email A. Barnes re preparation of reply. | | 0.00 | | |
| 122238 | E. Grover | 2.00 | 900.00 | 1800.00 |
| 1/7/2020 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails re declarant depositions; draft deposition notice, document request, and subpoenas; review new Ninth Circuit decision. | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 122250 | TIME | E. Grover | 1.30 | 900.00 | 1170.00 |
| 1/8/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on class cert reply. | | | 0.00 | | |
| 122255 | TIME | E. Grover | 5.50 | 900.00 | 4950.00 |
| 1/9/2020 | | Prepare | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for declarant depositions; work on class cert reply. | | | 0.00 | | |
| 122263 | TIME | E. Grover | 5.00 | 900.00 | 4500.00 |
| 1/11/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise reply brief; pc/ S. Bernstein re same. | | | 0.00 | | |
| 122266 | TIME | E. Grover | 10.00 | 900.00 | 9000.00 |
| 1/12/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review Gibbs, Kniss, and Coronel deposition transcripts; draft, review, and revise reply brief; pc's S. Bernstein re same; emails reply team re same. | | | 0.00 | | |
| 122290 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 1/13/2020 | | Finalize | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize and file class cert reply brief; email defense counsel re mediation. | | | 0.00 | | |
| 122330 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 1/15/2020 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Pc/ defense counsel re mediation. | | | 0.00 | | |
| 122418 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 1/19/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review order re hearing date; email exchange with defense counsel re mediation; pc/ S. Bernstein re same. | | | 0.00 | | |
| 122683 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 1/23/2020 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Pc/ defense counsel re mediation. | | | 0.00 | | |

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| Description | | Reference | Variance | | |
| 122696 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 1/27/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and reply to email from defense counsel re other refinery settlements. | | | 0.00 | | |
| 122736 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 2/3/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re mediation. | | | 0.00 | | |
| 123005 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 2/6/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review email from defense counsel re mediation. | | | 0.00 | | |
| 123034 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 2/14/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review new Apple decision and prepare notice of recent authority. | | | 0.00 | | |
| 123073 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 2/18/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and reply to email from defense counsel re mediation. | | | 0.00 | | |
| 123136 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 2/20/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review newly filed Cherne complaint. | | | 0.00 | | |
| 123160 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 2/24/2020 | | Prepare | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Preparing for class certification hearing. | | | 0.00 | | |
| 123204 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 2/25/2020 | | Hearing | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Class certification hearing preparation. | | | 0.00 | | |
| 123293 | TIME | E. Grover | 3.50 | 900.00 | 3150.00 |
| 2/26/2020 | | Preparation | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Class certification hearing preparation. | | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 123304 | E. Grover | 6.00 | 900.00 | 5400.00 |
| 2/27/2020 | Prepare | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for and attend class certification hearing; review court order re Brand; pc/ S. Bernstein re hearing. | | 0.00 | | |
| 123341 | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/2/2020 | Prepare | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare Brand-related filing for court and send draft to defense counsel. | | 0.00 | | |
| 123361 | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/3/2020 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re MSJ stipulation. | | 0.00 | | |
| 123554 | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/6/2020 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails with defense counsel re MSJ stipulation. | | 0.00 | | |
| 123577 | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/10/2020 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Email defense counsel re MSJ. | | 0.00 | | |
| 123586 | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/11/2020 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review and approve MSJ stipulation. | | 0.00 | | |
| 123837 | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/24/2020 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review class cert hearing transcript; review S. Bernstein analysis of transcript. | | 0.00 | | |
| 123888 | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/25/2020 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review Judge Orrick related case referral. | | 0.00 | | |
| 123994 | E. Grover | 1.00 | 900.00 | 900.00 |
| 4/1/2020 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Initial review of summary judgment motion and | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| emails with team re same. | | | | |
| 124040 | TIME | E. Grover | 2.00 | 900.00 |
| 4/6/2020 | Review | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Detailed analysis of summary judgment motion; prepare for and participate in group call discussing MSJ opposition. | | | 0.00 | 1800.00 |
| 124148 | TIME | E. Grover | 0.90 | 900.00 |
| 4/12/2020 | Review | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Work on legal research re MSJ opposition. | | | 0.00 | 810.00 |
| 124150 | TIME | E. Grover | 1.50 | 900.00 |
| 4/13/2020 | Review | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Work on detailed MSJ opposition outline. | | | 0.00 | 1350.00 |
| 124157 | TIME | E. Grover | 1.00 | 900.00 |
| 4/14/2020 | Review | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Work on next version of detailed MSJ opposition outline and emails with co-counsel re same. | | | 0.00 | 900.00 |
| 124200 | TIME | E. Grover | 8.00 | 900.00 |
| 4/21/2020 | Prepare | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Work on summary judgment opposition. | | | 0.00 | 7200.00 |
| 124205 | TIME | E. Grover | 4.00 | 900.00 |
| 4/22/2020 | SummaryJudgment | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Continued work on MSJ opposition. | | | 0.00 | 3600.00 |
| 124210 | TIME | E. Grover | 2.00 | 900.00 |
| 4/23/2020 | Draft | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Work on next draft of MSJ opposition. | | | 0.00 | 1800.00 |
| 124240 | TIME | E. Grover | 4.50 | 900.00 |
| 4/26/2020 | Review | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Review and revise next draft of summary judgment opposition. | | | 0.00 | 4050.00 |

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| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 124243 | E. Grover | 0.70 | 900.00 | 630.00 |
| TIME | Review | 0.00 | T@1 | |
| 4/27/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Work on MSJ opposition and related documents; pc/ S. Bernstein re same; emails co-counsel re same. | | 0.00 | | |
| 124251 | E. Grover | 3.00 | 900.00 | 2700.00 |
| TIME | Draft | 0.00 | T@1 | |
| 4/28/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Work on several drafts of opposition brief; review and revise Parker declaration; emails with team re same; pc/ S. Bernstein re same. | | 0.00 | | |
| 124277 | E. Grover | 3.00 | 900.00 | 2700.00 |
| TIME | Summary Judgment | 0.00 | T@1 | |
| 4/29/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Work on summary judgment opposition. | | 0.00 | | |
| 124291 | E. Grover | 2.50 | 900.00 | 2250.00 |
| TIME | File Review | 0.00 | T@1 | |
| 4/30/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Final review and filing of summary judgment opposition. | | 0.00 | | |
| 124571 | E. Grover | 0.80 | 900.00 | 720.00 |
| TIME | Review | 0.00 | T@1 | |
| 5/14/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Initial review of MSJ reply brief; email defense counsel re Brand hearing. | | 0.00 | | |
| 124656 | E. Grover | 0.50 | 900.00 | 450.00 |
| TIME | E-mail | 0.00 | T@1 | |
| 5/19/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Email exchange with defense counsel re continuance for Brand; legal research re continuance; email with A. Barnes re same. | | 0.00 | | |
| 124662 | E. Grover | 1.00 | 900.00 | 900.00 |
| TIME | Review | 0.00 | T@1 | |
| 5/20/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Review, revise, and finalize administrative motion. | | 0.00 | | |
| 124675 | E. Grover | 0.10 | 900.00 | 90.00 |
| TIME | Review | 0.00 | T@1 | |
| 5/21/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Review order re moving hearing. | | 0.00 | | |

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|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 125817 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 6/16/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review Brand decision and email defense counsel re same. | | | 0.00 | | |
| 125842 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 6/17/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re stipulation; draft and file stipulation re Brand decision. | | | 0.00 | | |
| 125986 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 6/25/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review new travel time court of appeal decision; email defense counsel re hearing date. | | | 0.00 | | |
| 126142 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 7/5/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re August 6 hearing. | | | 0.00 | | |
| 126150 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 7/6/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with court clerk and defense counsel. | | | 0.00 | | |
| 126738 | TIME | E. Grover | 7.50 | 900.00 | 6750.00 |
| 8/6/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for and participate in hearing in MSJ and class certification hearing. | | | 0.00 | | |
| 129446 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 11/21/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review class certification order and emails with co-counsel re same. | | | 0.00 | | |
| 129449 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 11/22/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Long strategy pc/ S. Bernstein re amended complaint and next steps. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 129460 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 11/23/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Strategy pc/ S. Bernstein and R. Spencer; review research materials re appealing denial of class cert; review and approve amended complaint for filing; review state court notice of case management conference. | | | 0.00 | | |
| 129477 | TIME | E. Grover | 1.80 | 900.00 | 1620.00 |
| 11/25/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft class notice; revise per S. Bernstein comments; email draft class notice to defense counsel; legal research LC 226 damage issue. | | | 0.00 | | |
| 129504 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 11/30/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re cmc issues. | | | 0.00 | | |
| 129511 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 12/1/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re joint cmc statement and mediation; draft joint cmc statement. | | | 0.00 | | |
| 129955 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 12/7/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review defendant's answer to Third Amended Complaint. | | | 0.00 | | |
| 129979 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 12/8/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re mediation; prepare for and participate in case management conference. | | | 0.00 | | |
| 129987 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 12/9/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review court minutes; emails re mediation. | | | 0.00 | | |
| 130029 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 12/13/2020 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel and mediator re | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|-------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| mediation. | | | | | |
| 130039 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 12/14/2020 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft and circulate proposed case schedule; discuss mediation with S. Bernstein; draft email re scope of mediation for review by S. Bernstein. | | | 0.00 | | |
| 130267 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 12/21/2020 | | Discuss | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Discuss mediation with defense counsel; emails re mediation; discuss mediation with S. Bernstein. | | | 0.00 | | |
| 130274 | TIME | E. Grover | 0.70 | 900.00 | 630.00 |
| 12/22/2020 | | Phone Calls | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Pc/ S. Bernstein re mediation information request; finalize mediation information request and email defense counsel re same. | | | 0.00 | | |
| 130610 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 1/13/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re mediation. | | | 0.00 | | |
| 130620 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 1/15/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review case management order. | | | 0.00 | | |
| 130810 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 2/3/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re mediation information request. | | | 0.00 | | |
| 130829 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/4/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email exchange with defense counsel re mediation information status. | | | 0.00 | | |
| 130852 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/8/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails defense counsel re mediation information | | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| request. | | | | |
| 130966 | TIME | E. Grover | 0.50 | 900.00 |
| 2/10/2021 | Phone Calls | 0.00 | T@1 | 450.00 |
| WIP | Cherne | 0.00 | | |
| Emails and pc/ defense counsel re mediation; pc/ S. Bernstein re same. | | 0.00 | | |
| 131029 | TIME | E. Grover | 1.70 | 900.00 |
| 2/12/2021 | Review | 0.00 | T@1 | 1530.00 |
| WIP | Cherne | 0.00 | | |
| Review legal research memo and cases re settlement issues; email exchange with S. Bernstein re same. | | 0.00 | | |
| 131030 | TIME | E. Grover | 0.50 | 900.00 |
| 2/14/2021 | Brief | 0.00 | T@1 | 450.00 |
| WIP | Cherne | 0.00 | | |
| Work on mediation brief. | | 0.00 | | |
| 131031 | TIME | E. Grover | 6.50 | 900.00 |
| 2/16/2021 | Brief | 0.00 | T@1 | 5850.00 |
| WIP | Cherne | 0.00 | | |
| Work on mediation brief. | | 0.00 | | |
| 131143 | TIME | E. Grover | 2.80 | 900.00 |
| 2/17/2021 | Review | 0.00 | T@1 | 2520.00 |
| WIP | Cherne | 0.00 | | |
| Work on mediation brief; review S. Bernstein emails re same; review PAGA research re same; review new PAGA preemption decision. | | 0.00 | | |
| 131232 | TIME | E. Grover | 0.20 | 900.00 |
| 2/19/2021 | E-mail | 0.00 | T@1 | 180.00 |
| WIP | Cherne | 0.00 | | |
| Emails with defense counsel and mediator re mediation. | | 0.00 | | |
| 131246 | TIME | E. Grover | 0.50 | 900.00 |
| 2/21/2021 | Prepare | 0.00 | T@1 | 450.00 |
| WIP | Cherne | 0.00 | | |
| Mediation preparation. | | 0.00 | | |
| 131255 | TIME | E. Grover | 13.00 | 900.00 |
| 2/22/2021 | Travel | 0.00 | T@1 | 11700.00 |
| WIP | Cherne | 0.00 | | |
| Travel to and from and participation in mediation. | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 131256 | TIME | E. Grover | 3.50 | 900.00 | 3150.00 |
| 2/23/2021 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft MOU ; revise MOU per S. Bernstein comments; send MOU to defense counsel with analysis of law re scope of PAGA release. | | | 0.00 | | |
| 131283 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 2/25/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re MOU. | | | 0.00 | | |
| 131309 | TIME | E. Grover | 0.30 | 900.00 | 270.00 |
| 3/1/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails and pc/ defense counsel re MOU. | | | 0.00 | | |
| 131403 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/3/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re MOU. | | | 0.00 | | |
| 131421 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 3/4/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails re MOU. | | | 0.00 | | |
| 131433 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 3/8/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Start drafting long-form settlement agreement. | | | 0.00 | | |
| 131444 | TIME | E. Grover | 2.50 | 900.00 | 2250.00 |
| 3/9/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on long-form settlement agreement. | | | 0.00 | | |
| 131451 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 3/10/2021 | | Settlement | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on long-form settlement agreement. | | | 0.00 | | |
| 131543 | TIME | E. Grover | 3.00 | 900.00 | 2700.00 |
| 3/11/2021 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finish draft of long-term agreement and email to defense counsel. | | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 131577 | TIME | E. Grover | 1.50 | 900.00 | 1350.00 |
| 3/13/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement data; research for preliminary approval motion and send detailed email to E. Acevedo re same. | | | 0.00 | | |
| 131579 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/16/2021 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Update draft settlement agreement and email defense counsel re same. | | | 0.00 | | |
| 131610 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 3/18/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review research materials re preliminary approval motions with Judge Gilliam; pc/ E. Acevedo re same. | | | 0.00 | | |
| 131821 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 3/21/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement agreement. | | | 0.00 | | |
| 131835 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 3/22/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review email from defense counsel re settlement agreement. | | | 0.00 | | |
| 131960 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 3/25/2021 | | E-mail exchange | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email exchange with defense counsel re settlement. | | | 0.00 | | |
| 132631 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 3/29/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement agreement. | | | 0.00 | | |
| 132765 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 4/8/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on Grover preliminary approval declaration. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 132780 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 4/9/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement agreement. | | | 0.00 | | |
| 132857 | TIME | E. Grover | 0.90 | 900.00 | 810.00 |
| 4/14/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement; work on preliminary approval motion. | | | 0.00 | | |
| 132868 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 4/15/2021 | | prelim app | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on preliminary approval motion and email E. Acevedo re same. | | | 0.00 | | |
| 132995 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 4/20/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement. | | | 0.00 | | |
| 133046 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 4/28/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review court order; emails with defense counsel re status. | | | 0.00 | | |
| 133056 | TIME | E. Grover | 5.00 | 900.00 | 4500.00 |
| 4/29/2021 | | Settlement | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Update settlement agreement; draft all settlement agreement exhibits; draft joint status report; emails with defense counsel re same. | | | 0.00 | | |
| 133080 | TIME | E. Grover | 0.80 | 900.00 | 720.00 |
| 5/2/2021 | | Settlement | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Update settlement agreement and send to defense counsel. | | | 0.00 | | |
| 133098 | TIME | E. Grover | 0.20 | 900.00 | 180.00 |
| 5/4/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Emails with defense counsel re joint status report and finalize and file same. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 133120 | TIME | E. Grover | 0.50 | 900.00 | 450.00 |
| 5/6/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review several administration bids. | | | 0.00 | | |
| 133142 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 5/11/2021 | | Mediation | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Update mediation brief; email E. Acevedo re same; email exchange with defense counsel re information requests. | | | 0.00 | | |
| 133171 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 5/14/2021 | | Finalize | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize settlement agreement and exhibits and circulate for execution; finalize and circulate draft preliminary approval motion. | | | 0.00 | | |
| 133179 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 5/20/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement agreement. | | | 0.00 | | |
| 133180 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 5/27/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement agreement. | | | 0.00 | | |
| 133181 | TIME | E. Grover | 0.10 | 900.00 | 90.00 |
| 6/1/2021 | | E-mail | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Email defense counsel re settlement agreement issues. | | | 0.00 | | |
| 133373 | TIME | E. Grover | 1.00 | 900.00 | 900.00 |
| 6/6/2021 | | prelim app | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on preliminary approval motion; update class notice per Defendant's edits. | | | 0.00 | | |
| 133380 | TIME | E. Grover | 1.70 | 900.00 | 1530.00 |
| 6/7/2021 | | Finalize | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize preliminary approval motion. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|--|-------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 134008 | E. Grover | 0.10 | 900.00 | 90.00 |
| 6/24/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review statement of non-opposition. | | 0.00 | | |
| 134745 | E. Grover | 1.50 | 900.00 | 1350.00 |
| 7/29/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for and participate in preliminary approval hearing; pc/ S. Bernstein re same; review preliminary approval order; draft required scheduling order and send to defense counsel. | | 0.00 | | |
| 134771 | E. Grover | 0.30 | 900.00 | 270.00 |
| 8/4/2021 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails with defense counsel re stipulation; finalize and file stipulation. | | 0.00 | | |
| 134804 | E. Grover | 0.20 | 900.00 | 180.00 |
| 8/9/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review scheduling order; email RG2 re admin issues. | | 0.00 | | |
| 134818 | E. Grover | 0.20 | 900.00 | 180.00 |
| 8/10/2021 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails re CAFA notice. | | 0.00 | | |
| 135163 | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/11/2021 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails re CAFA notice issues; review and revise draft CAFA notice. | | 0.00 | | |
| 135197 | E. Grover | 0.20 | 900.00 | 180.00 |
| 8/16/2021 | Phone Calls | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Pc/ S. Bernstein re fee motion. | | 0.00 | | |
| 135279 | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/25/2021 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Multiple emails with defense counsel and administrator re CAFA notice and class notice. | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|---|-------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 135293 | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/26/2021 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails with administrator re class notice issues; review and revise website. | | 0.00 | | |
| 135302 | E. Grover | 0.50 | 900.00 | 450.00 |
| 8/27/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review draft class notice and emails approving same for distribution; pc/ S. Bernstein re fee motion. | | 0.00 | | |
| 135584 | E. Grover | 0.30 | 900.00 | 270.00 |
| 9/1/2021 | E-mail | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Emails re class and CAFA notices. | | 0.00 | | |
| 135585 | E. Grover | 0.10 | 900.00 | 90.00 |
| 9/2/2021 | Phone Calls | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Pc/ E. Acevedo re fee motion. | | 0.00 | | |
| 135586 | E. Grover | 1.00 | 900.00 | 900.00 |
| 9/7/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Work on fee motion. | | 0.00 | | |
| 135587 | E. Grover | 1.50 | 900.00 | 1350.00 |
| 9/8/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Work on fee motion. | | 0.00 | | |
| 135588 | E. Grover | 1.80 | 900.00 | 1620.00 |
| 9/9/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Work on fee motion papers; emails re CAFA notice. | | 0.00 | | |
| 135589 | E. Grover | 0.70 | 900.00 | 630.00 |
| 9/10/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Work on fee motion. | | 0.00 | | |
| 135590 | E. Grover | 1.00 | 900.00 | 900.00 |
| 9/11/2021 | Review | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Work on fee motion. | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 135591 | TIME | E. Grover | 2.00 | 900.00 | 1800.00 |
| 9/12/2021 | | Finalize | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize draft of fee motion and send to defense counsel for review; review and revise Parker and Gurule declarations; email RG2 re declaration. | | | 0.00 | | |
| 135592 | TIME | E. Grover | 1.70 | 900.00 | 1530.00 |
| 9/15/2021 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Multiple emails and pc's with RG2 and defense counsel re declaration and class mailing; draft corrective notice and email defense counsel re same; work on fee motion. | | | 0.00 | | |
| Grand Total | | | | | |
| | | Billable | 319.20 | | 287280.00 |
| | | Unbillable | 0.00 | | 0.00 |
| | | Total | 319.20 | | 287280.00 |

EXHIBIT C

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| Selection Criteria | |
|---------------------|---------------------|
| Time.Selection | Include: E. Acevedo |
| Clie.Selection | Include: Cherne |
| Slip.Classification | Open |

Rate Info - identifies rate source and level

| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 108175 | TIME | E. Acevedo | 1.50 | 650.00 | 975.00 |
| 4/19/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and analyze motion to dismiss. | | | 0.00 | | |
| 108176 | TIME | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 4/20/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Legal research re opposition to motion to dismiss. | | | 0.00 | | |
| 108177 | TIME | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 4/23/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Legal research re opposition to motion to dismiss. | | | 0.00 | | |
| 108178 | TIME | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 4/24/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | | 0.00 | | |
| 108179 | TIME | E. Acevedo | 6.00 | 650.00 | 3900.00 |
| 4/26/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | | 0.00 | | |
| 108180 | TIME | E. Acevedo | 8.00 | 650.00 | 5200.00 |
| 4/27/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | | 0.00 | | |
| 108181 | TIME | E. Acevedo | 8.00 | 650.00 | 5200.00 |
| 4/30/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|---|------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 108182 | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 5/1/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | 0.00 | | |
| 108183 | E. Acevedo | 7.00 | 650.00 | 4550.00 |
| 5/2/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | 0.00 | | |
| 108184 | E. Acevedo | 7.00 | 650.00 | 4550.00 |
| 5/3/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss; Discuss same with E. Grover. | | 0.00 | | |
| 108185 | E. Acevedo | 6.00 | 650.00 | 3900.00 |
| 5/7/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | 0.00 | | |
| 108186 | E. Acevedo | 7.00 | 650.00 | 4550.00 |
| 5/8/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | 0.00 | | |
| 108187 | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 5/9/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | 0.00 | | |
| 108188 | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 5/10/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss. | | 0.00 | | |
| 107616 | E. Acevedo | 7.00 | 650.00 | 4550.00 |
| 5/14/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss complaint. | | 0.00 | | |
| 107617 | E. Acevedo | 6.00 | 650.00 | 3900.00 |
| 5/22/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft opposition to motion to dismiss complaint. | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 107619 | TIME | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 5/24/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize opposition to motion to dismiss complaint and supervise filing. | | | 0.00 | | |
| 110053 | TIME | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 7/5/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Drafting notes for motion to dismiss hearing; conduct legal research regarding same. | | | 0.00 | | |
| 110054 | TIME | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 7/6/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finish drafting notes for motion to dismiss hearing. | | | 0.00 | | |
| 115560 | TIME | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 3/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Legal research re mediation brief. | | | 0.00 | | |
| 115561 | TIME | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 3/5/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft mediation brief. | | | 0.00 | | |
| 115565 | TIME | E. Acevedo | 2.00 | 650.00 | 1300.00 |
| 3/11/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft mediation brief. | | | 0.00 | | |
| 115582 | TIME | E. Acevedo | 1.00 | 650.00 | 650.00 |
| 3/18/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft mediation brief. | | | 0.00 | | |
| 118363 | TIME | E. Acevedo | 2.00 | 650.00 | 1300.00 |
| 7/26/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conduct initial legal research regarding class certification. | | | 0.00 | | |
| 118375 | TIME | E. Acevedo | 2.00 | 650.00 | 1300.00 |
| 8/19/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conduct legal research regarding motion to modify scheduling order. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 118376 | TIME | E. Acevedo | 2.00 | 650.00 | 1300.00 |
| 8/20/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Start draft motion to modify scheduling order and accompanying documents. | | | 0.00 | | |
| 118377 | TIME | E. Acevedo | 5.00 | 650.00 | 3250.00 |
| 8/21/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion to modify scheduling order and accompanying documents. | | | 0.00 | | |
| 119111 | TIME | E. Acevedo | 2.00 | 650.00 | 1300.00 |
| 8/26/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise motion to modify scheduling order for filing and accompanying declaration and exhibits. | | | 0.00 | | |
| 119113 | TIME | E. Acevedo | 1.90 | 650.00 | 1235.00 |
| 8/28/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion to modify scheduling order for filing and accompanying declaration and exhibits. | | | 0.00 | | |
| 119386 | TIME | E. Acevedo | 0.30 | 650.00 | 195.00 |
| 9/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Discuss class certification motion with R. Spencer. | | | 0.00 | | |
| 119385 | TIME | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 9/6/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Continue legal research and drafting detailed outline for class certification motion. | | | 0.00 | | |
| 119387 | TIME | E. Acevedo | 2.00 | 650.00 | 1300.00 |
| 9/9/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conduct legal research and draft detailed outline for class certification motion. | | | 0.00 | | |
| 119388 | TIME | E. Acevedo | 4.00 | 650.00 | 2600.00 |
| 9/11/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review discovery relating to class certification motion. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 123079 | TIME | E. Acevedo | 3.00 | 650.00 | 1950.00 |
| 2/6/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review class certification briefing and evidence and prepare detailed outline for upcoming class certification hearing. | | | 0.00 | | |
| 123080 | TIME | E. Acevedo | 2.50 | 650.00 | 1625.00 |
| 2/7/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Continue review of class certification briefing and evidence and preparing detailed outline for upcoming class certification hearing. | | | 0.00 | | |
| 123087 | TIME | E. Acevedo | 0.50 | 650.00 | 325.00 |
| 2/11/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Collect relevant cases for class certification hearing. | | | 0.00 | | |
| 123091 | TIME | E. Acevedo | 1.50 | 650.00 | 975.00 |
| 2/14/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and analyze new California Supreme Court case, Frlekin v Apple re upcoming class certification hearing and email E. Grover regarding same; continue to work on detailed outline for class certification hearing. | | | 0.00 | | |
| 123078 | TIME | E. Acevedo | 5.80 | 650.00 | 3770.00 |
| 2/15/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review class certification briefing and evidence to continue preparing detailed outline for upcoming class certification hearing. | | | 0.00 | | |
| 123366 | TIME | E. Acevedo | 3.70 | 650.00 | 2405.00 |
| 2/19/2020 | | Prepare | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Collect and highlight relevant cases and evidence for class certification hearing. | | | 0.00 | | |
| 134306 | TIME | E. Acevedo | 5.90 | 650.00 | 3835.00 |
| 2/11/2021 | | Research | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conduct legal research regarding settlement approval of uncertified class claim. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|--|------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 133661 | E. Acevedo | 3.00 | 650.00 | 1950.00 |
| TIME | | | | |
| 2/15/2021 | Research | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finalize legal research regarding settlement approval of uncertified class claim and email E. Grover regarding same. | | 0.00 | | |
| 133662 | E. Acevedo | 1.30 | 650.00 | 845.00 |
| TIME | | | | |
| 2/16/2021 | Research | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Conduct legal research regarding stacking of PAGA penalties. | | 0.00 | | |
| 133663 | E. Acevedo | 2.40 | 650.00 | 1560.00 |
| TIME | | | | |
| 2/17/2021 | Research | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finish legal research regarding stacking of PAGA penalties and email E. Grover regarding same. | | 0.00 | | |
| 133668 | E. Acevedo | 5.90 | 650.00 | 3835.00 |
| TIME | | | | |
| 3/15/2021 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Conduct legal research related to motion for preliminary approval; draft motion for preliminary approval of class and PAGA settlement. | | 0.00 | | |
| 133669 | E. Acevedo | 8.70 | 650.00 | 5655.00 |
| TIME | | | | |
| 3/16/2021 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft motion for preliminary approval of class and PAGA settlement. | | 0.00 | | |
| 133670 | E. Acevedo | 8.70 | 650.00 | 5655.00 |
| TIME | | | | |
| 3/17/2021 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft motion for preliminary approval of class and PAGA settlement and conduct legal research regarding same. | | 0.00 | | |
| 133671 | E. Acevedo | 8.20 | 650.00 | 5330.00 |
| TIME | | | | |
| 3/18/2021 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft motion for preliminary approval of class and PAGA settlement; call with E. Grover regarding same. | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 133672 | TIME | E. Acevedo | 6.30 | 650.00 | 4095.00 |
| 3/19/2021 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finish motion for preliminary approval of class and PAGA settlement and supporting Grover Declaration. | | | 0.00 | | |
| 133683 | TIME | E. Acevedo | 1.80 | 650.00 | 1170.00 |
| 4/15/2021 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise motion for preliminary approval of settlement and accompanying documents. | | | 0.00 | | |
| 133684 | TIME | E. Acevedo | 2.10 | 650.00 | 1365.00 |
| 4/16/2021 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise motion for preliminary approval of settlement and accompanying documents. | | | 0.00 | | |
| 133685 | TIME | E. Acevedo | 2.20 | 650.00 | 1430.00 |
| 4/17/2021 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise motion for preliminary approval of settlement and accompanying documents; email E. Grover regarding same. | | | 0.00 | | |
| 133570 | TIME | E. Acevedo | 3.40 | 650.00 | 2210.00 |
| 6/6/2021 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise motion for preliminary approval of settlement and accompanying documents. | | | 0.00 | | |
| 135516 | TIME | E. Acevedo | 3.40 | 650.00 | 2210.00 |
| 8/30/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for attorneys' fees and costs and accompanying documents. | | | 0.00 | | |
| 135517 | TIME | E. Acevedo | 5.40 | 650.00 | 3510.00 |
| 8/31/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for attorneys' fees and costs and accompanying documents. | | | 0.00 | | |
| 135518 | TIME | E. Acevedo | 3.10 | 650.00 | 2015.00 |
| 9/1/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for attorneys' fees and costs and accompanying documents. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 135521 | TIME | E. Acevedo | 7.20 | 650.00 | 4680.00 |
| 9/2/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for attorneys' fees and costs and accompanying documents. | | | 0.00 | | |
| 135527 | TIME | E. Acevedo | 2.40 | 650.00 | 1560.00 |
| 9/8/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise motion for attorneys fees and costs and accompanying documents. | | | 0.00 | | |
| 135548 | TIME | E. Acevedo | 0.10 | 650.00 | 65.00 |
| 9/14/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise draft of declaration accompanying motion for award of attorneys' fees and costs. | | | 0.00 | | |
| 135549 | TIME | E. Acevedo | 0.80 | 650.00 | 520.00 |
| 9/15/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Revise draft of declaration accompanying motion for award of attorneys' fees and costs. | | | 0.00 | | |
| Grand Total | | | | | |
| | | Billable | 241.00 | | 156650.00 |
| | | Unbillable | 0.00 | | 0.00 |
| | | Total | 241.00 | | 156650.00 |

EXHIBIT D

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Selection Criteria

Time.Selection Include: R. Spencer
 Clie.Selection Include: Cherne
 Slip.Classification Open

Rate Info - identifies rate source and level

| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 100367 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 9/21/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 101143 | TIME | R. Spencer | 5.80 | 650.00 | 3770.00 |
| 10/30/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Begin drafting complaint and PAGA letter. | | | 0.00 | | |
| 101954 | TIME | R. Spencer | 2.30 | 650.00 | 1495.00 |
| 12/11/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review additional documents provided by Plaintiff Parker; edit PAGA letter accordingly. | | | 0.00 | | |
| 101955 | TIME | R. Spencer | 1.20 | 650.00 | 780.00 |
| 12/11/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review PAGA letter with Plaintiff Parker; edit accordingly. | | | 0.00 | | |
| 101988 | TIME | R. Spencer | 1.40 | 650.00 | 910.00 |
| 12/12/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finish editing PAGA letter; send to S. Bernstein for review. | | | 0.00 | | |
| 102017 | TIME | R. Spencer | 1.20 | 650.00 | 780.00 |
| 12/15/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit next draft of PAGA letter; send to S. Bernstein for review. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 102080 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 12/18/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize PAGA letter. | | | 0.00 | | |
| 102320 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 12/21/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with putative class member. | | | 0.00 | | |
| 102321 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 12/21/2017 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Respond to questions from Plaintiff Parker. | | | 0.00 | | |
| 102848 | TIME | R. Spencer | 1.80 | 650.00 | 1170.00 |
| 1/17/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft of complaint. | | | 0.00 | | |
| 102889 | TIME | R. Spencer | 0.80 | 650.00 | 520.00 |
| 1/22/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Further draft of complaint. | | | 0.00 | | |
| 102890 | TIME | R. Spencer | 0.90 | 650.00 | 585.00 |
| 1/22/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review letter from opposing counsel; review attached CBA; send e-mail summarizing to E. Grover. | | | 0.00 | | |
| 102901 | TIME | R. Spencer | 1.20 | 650.00 | 780.00 |
| 1/23/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Final edit proof of complaint; send to E. Grover for review. | | | 0.00 | | |
| 103219 | TIME | R. Spencer | 0.80 | 650.00 | 520.00 |
| 2/12/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize complaint and file. | | | 0.00 | | |
| 103458 | TIME | R. Spencer | 2.70 | 650.00 | 1755.00 |
| 2/16/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| First Amended Complaint; send to E. Grover for review. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|---|------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 103658 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 2/20/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review and incorporate S. Bernstein's edits to first amended complaint. | | 0.00 | | |
| 103668 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 2/23/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finalize and file first amended complaint. | | 0.00 | | |
| 104215 | R. Spencer | 4.50 | 650.00 | 2925.00 |
| 3/13/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Start drafting discovery. | | 0.00 | | |
| 104327 | R. Spencer | 0.80 | 650.00 | 520.00 |
| 3/16/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| finalize and serve discovery. | | 0.00 | | |
| 135580 | R. Spencer | 0.50 | 650.00 | 325.00 |
| 3/29/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finalize and serve discovery. | | 0.00 | | |
| 105229 | R. Spencer | 0.20 | 650.00 | 130.00 |
| 4/23/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| E-mail clerk regarding Case Management Conference; e-mail opposing counsel regarding same. | | 0.00 | | |
| 105478 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 4/24/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft joint request to continue case management conference; e-mail to opposing counsel. | | 0.00 | | |
| 105480 | R. Spencer | 0.10 | 650.00 | 65.00 |
| 4/24/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| E-mail opposing counsel to notify them of continuance of Case Management Conference in state court. | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 105483 | TIME | R. Spencer | 4.30 | 650.00 | 2795.00 |
| 4/24/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and analyze Defendant's motion to dismiss; e-mail E. Acevedo with analysis. | | | 0.00 | | |
| 105663 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 4/30/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 106380 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 5/1/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 107596 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 6/1/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review e-mail from Plaintiff Parker; telephone Plaintiff Parker. | | | 0.00 | | |
| 107714 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 6/5/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 108024 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 6/27/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 110365 | TIME | R. Spencer | 6.50 | 650.00 | 4225.00 |
| 8/29/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for motion to dismiss hearing. | | | 0.00 | | |
| 110430 | TIME | R. Spencer | 5.00 | 650.00 | 3250.00 |
| 8/30/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Additional preparation for motion to dismiss hearing. | | | 0.00 | | |
| 110431 | TIME | R. Spencer | 1.50 | 650.00 | 975.00 |
| 8/30/2018 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Travel to and attend hearing on motion to dismiss. | | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|---|------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 111389 | R. Spencer | 1.00 | 650.00 | 650.00 |
| 10/22/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft case management conference statement for Alameda; forward to opposing counsel. | | 0.00 | | |
| 111605 | R. Spencer | 0.50 | 650.00 | 325.00 |
| 10/29/2018 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review deadlines; e-mail opposing counsel regarding joint request to move Case management conference. | | 0.00 | | |
| 113812 | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 2/1/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review Court's order regarding motion to dismiss; draft second amended complaint. | | 0.00 | | |
| 113837 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 2/4/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Edit second amended complaint pursuant to comments for E. Grover; send to E. Grover for review. | | 0.00 | | |
| 113952 | R. Spencer | 0.10 | 650.00 | 65.00 |
| 2/11/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | 0.00 | | |
| 113954 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 2/11/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review joint case management statement and local rules re same. | | 0.00 | | |
| 114024 | R. Spencer | 1.40 | 650.00 | 910.00 |
| 2/11/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finalize second amended complaint; review with Plaintiff Parker and file. | | 0.00 | | |
| 114062 | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 2/12/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for travel to and attend case management conference. | | 0.00 | | |

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| Slip ID | Timekeeper | Units | Rate | Slip Value |
|---|------------|-----------|-------------|------------|
| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 114094 | R. Spencer | 0.60 | 650.00 | 390.00 |
| 2/14/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft stipulation and proposed scheduling order. | | 0.00 | | |
| 114095 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 2/14/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft stipulation and request for continuance of state court case management conference. | | 0.00 | | |
| 114168 | R. Spencer | 0.40 | 650.00 | 260.00 |
| 2/15/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| File joint stipulation and proposed scheduling order. | | 0.00 | | |
| 114170 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 2/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft state court request to continue Case management conference; e-mail to opposing counsel. | | 0.00 | | |
| 114177 | R. Spencer | 0.20 | 650.00 | 130.00 |
| 2/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finalize and file joint request to continue state court case management conference. | | 0.00 | | |
| 114178 | R. Spencer | 0.60 | 650.00 | 390.00 |
| 2/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Edit joint stipulation of proposed schedule, refile. | | 0.00 | | |
| 114376 | R. Spencer | 0.20 | 650.00 | 130.00 |
| 2/25/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Edit stipulation; provide to opposing counsel. | | 0.00 | | |
| 114407 | R. Spencer | 1.20 | 650.00 | 780.00 |
| 2/28/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Edit mediation information request after S. Bernstein's changes. | | 0.00 | | |
| 114408 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 2/28/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Edit mediation information request based on E. Grover's comments. | | | 0.00 | | |
| 114444 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 3/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with opposing counsel. | | | 0.00 | | |
| 114445 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 3/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 114449 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 3/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with E. Acevedo to discuss mediation brief; e-mail E. Acevedo case law re issues. | | | 0.00 | | |
| 114452 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 3/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review joint stipulation allowing Defendant extension to file response to second amended complaint; approve. | | | 0.00 | | |
| 114870 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 3/18/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review mediation brief drafted by E. Acevedo; send E. Acevedo edits. | | | 0.00 | | |
| 114983 | TIME | R. Spencer | 1.30 | 650.00 | 845.00 |
| 3/25/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit mediation brief; place in close to final pending Defendant's response to mediation information request. | | | 0.00 | | |
| 114986 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 3/26/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| E-mail mediator to confirm rescheduling mediation. | | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 115030 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 4/1/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 115042 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 4/1/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 115623 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 5/1/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review Defendant's response to Plaintiff's mediation information request. | | | 0.00 | | |
| 115624 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 5/1/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Participate in conference call with co-counsel regarding mediation and Defendant's response to Plaintiff's mediation information request. | | | 0.00 | | |
| 115732 | TIME | R. Spencer | 1.60 | 650.00 | 1040.00 |
| 5/6/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review mediation documents; prepare damage calculation. | | | 0.00 | | |
| 115733 | TIME | R. Spencer | 1.00 | 650.00 | 650.00 |
| 5/6/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review documents provided by Defendant for mediation. | | | 0.00 | | |
| 115792 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 5/9/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 115848 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 5/13/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Redo damage calculation based on S. Bernstein's comments. | | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 115849 | TIME | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 5/13/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for mediation. | | | 0.00 | | |
| 115851 | TIME | R. Spencer | 5.70 | 650.00 | 3705.00 |
| 5/14/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Attend mediation. | | | 0.00 | | |
| 115853 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 5/14/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 115997 | TIME | R. Spencer | 3.30 | 650.00 | 2145.00 |
| 5/23/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft discovery for federal court; e-mail E. Grover for review. | | | 0.00 | | |
| 116386 | TIME | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 6/5/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft initial disclosures. | | | 0.00 | | |
| 116395 | TIME | R. Spencer | 2.50 | 650.00 | 1625.00 |
| 6/6/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Continue drafting initial disclosures. | | | 0.00 | | |
| 116415 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 6/10/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize and serve federal discovery. | | | 0.00 | | |
| 116423 | TIME | R. Spencer | 1.60 | 650.00 | 1040.00 |
| 6/11/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review additional documents provided by Plaintiff Parker. | | | 0.00 | | |
| 116425 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 6/11/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |

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| Description | Reference | Variance | | |
| 116512 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 6/14/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Finalize initial disclosures after E. Grover edits; work with staff to put document production on a CD. | | 0.00 | | |
| 117918 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 7/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for and participate in conference call with E. Grover and S. Bernstein. | | 0.00 | | |
| 117919 | R. Spencer | 0.10 | 650.00 | 65.00 |
| 7/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Respond to e-mails from opposing counsel. | | 0.00 | | |
| 117923 | R. Spencer | 0.20 | 650.00 | 130.00 |
| 7/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone calls with Plaintiff Parker. | | 0.00 | | |
| 117931 | R. Spencer | 0.90 | 650.00 | 585.00 |
| 7/22/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft and serve Request for Production, Set 2. | | 0.00 | | |
| 118013 | R. Spencer | 1.70 | 650.00 | 1105.00 |
| 8/5/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft PMK deposition notice; send to E. Grover for review; serve. | | 0.00 | | |
| 118100 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 8/12/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Download Defendant's document production; e-mail Defendant regarding certain documents that were not produced. | | 0.00 | | |
| 118167 | R. Spencer | 0.40 | 650.00 | 260.00 |
| 8/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review discovery propounded to Plaintiff. | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 118170 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 8/20/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 118293 | TIME | R. Spencer | 1.50 | 650.00 | 975.00 |
| 8/22/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review Defendant's discovery responses. | | | 0.00 | | |
| 118388 | TIME | R. Spencer | 3.70 | 650.00 | 2405.00 |
| 8/23/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review documents produced by Defendant. | | | 0.00 | | |
| 118389 | TIME | R. Spencer | 4.30 | 650.00 | 2795.00 |
| 8/23/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on PMK deposition outline. | | | 0.00 | | |
| 118390 | TIME | R. Spencer | 5.00 | 650.00 | 3250.00 |
| 8/23/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on PMK deposition outline; review documents to use as exhibits. | | | 0.00 | | |
| 118391 | TIME | R. Spencer | 2.40 | 650.00 | 1560.00 |
| 8/25/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Insert exhibits into deposition outline. | | | 0.00 | | |
| 118642 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 8/26/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review document production for wage statements; e-mail opposing counsel requesting same. | | | 0.00 | | |
| 118679 | TIME | R. Spencer | 1.40 | 650.00 | 910.00 |
| 8/26/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review documents to add additional exhibits to PMK deposition outline. | | | 0.00 | | |
| 119096 | TIME | R. Spencer | 6.20 | 650.00 | 4030.00 |
| 8/28/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review additional documents produced by Defendant; add to PMK deposition outline. | | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 119100 | TIME | R. Spencer | 1.70 | 650.00 | 1105.00 |
| 8/28/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for PMK deposition. | | | 0.00 | | |
| 119101 | TIME | R. Spencer | 1.50 | 650.00 | 975.00 |
| 8/29/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review additional documents produced by Defendants. | | | 0.00 | | |
| 119102 | TIME | R. Spencer | 7.50 | 650.00 | 4875.00 |
| 8/29/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Deposition of person most knowledgeable. | | | 0.00 | | |
| 119104 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 8/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Update E. Grover on PMK deposition. | | | 0.00 | | |
| 119107 | TIME | R. Spencer | 5.40 | 650.00 | 3510.00 |
| 8/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft responses to Interrogatories (Set One) and Request for Production of Documents (Set One). | | | 0.00 | | |
| 119114 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 8/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 119129 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 9/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 119132 | TIME | R. Spencer | 1.10 | 650.00 | 715.00 |
| 9/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit Plaintiff's discovery responses. | | | 0.00 | | |
| 119135 | TIME | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 9/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft deposition notices; serve. | | | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 119139 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 9/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with E. Acevedo regarding class certification. | | | 0.00 | | |
| 119282 | TIME | R. Spencer | 4.30 | 650.00 | 2795.00 |
| 9/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit responses to Interrogatories and Request for Production of Documents after speaking with Plaintiff Parker and receiving additional documents; send to E. Grover for review | | | 0.00 | | |
| 119306 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 9/6/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Send discovery responses to Plaintiff Parker to review; draft verifications and send to Plaintiff Parker. | | | 0.00 | | |
| 119307 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 9/6/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone Plaintiff Parker. | | | 0.00 | | |
| 119389 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 9/12/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with putative class member. | | | 0.00 | | |
| 119390 | TIME | R. Spencer | 0.60 | 650.00 | 390.00 |
| 9/12/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare exhibits for manager depositions. | | | 0.00 | | |
| 119391 | TIME | R. Spencer | 2.50 | 650.00 | 1625.00 |
| 9/12/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review PMK deposition transcript. | | | 0.00 | | |
| 119392 | TIME | R. Spencer | 5.50 | 650.00 | 3575.00 |
| 9/12/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on deposition outlines for deposition of R. Rusk. | | | 0.00 | | |

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| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 119398 | R. Spencer | 5.40 | 650.00 | 3510.00 |
| 9/13/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare deposition exhibits for four depositions in Minnesota. | | 0.00 | | |
| 119429 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 9/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone call with putative class member. | | 0.00 | | |
| 119430 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 9/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review e-mail of witnesses Defendant unilaterally replaced to be deposed; review who these individuals are. | | 0.00 | | |
| 119466 | R. Spencer | 3.10 | 650.00 | 2015.00 |
| 9/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for depositions of J. MacPherson and J. Peterson. | | 0.00 | | |
| 119467 | R. Spencer | 7.00 | 650.00 | 4550.00 |
| 9/17/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Travel to Minnesota for depositions. | | 0.00 | | |
| 119468 | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 9/17/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for depositions of J. MacPherson and J. Peterson. | | 0.00 | | |
| 119706 | R. Spencer | 8.00 | 650.00 | 5200.00 |
| 9/18/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Depositions of witnesses J. Macpherson and J. Peterson. | | 0.00 | | |
| 119707 | R. Spencer | 0.80 | 650.00 | 520.00 |
| 9/18/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft discovery including Interrogatories (Set Two); Request for Production of Documents (Set Two); e-mail to E. Grover for review. | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 119710 | R. Spencer | 8.00 | 650.00 | 5200.00 |
| 9/19/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Take depositions of Rachel Erick and Mike Delong. | | 0.00 | | |
| 119711 | R. Spencer | 6.50 | 650.00 | 4225.00 |
| 9/20/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone class members for class certification motion. | | 0.00 | | |
| 119714 | R. Spencer | 6.50 | 650.00 | 4225.00 |
| 9/22/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Travel home from depositions in Minnesota. | | 0.00 | | |
| 119817 | R. Spencer | 0.90 | 650.00 | 585.00 |
| 9/23/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Interview putative class members. | | 0.00 | | |
| 119824 | R. Spencer | 5.00 | 650.00 | 3250.00 |
| 9/24/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Preparation and deposition of Greg Mix. | | 0.00 | | |
| 119913 | R. Spencer | 6.50 | 650.00 | 4225.00 |
| 9/26/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Depositions of G. Erlander and R. Rusk. | | 0.00 | | |
| 119914 | R. Spencer | 1.30 | 650.00 | 845.00 |
| 9/26/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Prepare for depositions of G. Erlander and R. Rusk. | | 0.00 | | |
| 119978 | R. Spencer | 3.70 | 650.00 | 2405.00 |
| 10/1/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone calls with putative class members to prepare for class certification. | | 0.00 | | |
| 119984 | R. Spencer | 6.30 | 650.00 | 4095.00 |
| 10/2/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone calls with class members for preparation for class certification. | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 120106 | TIME | R. Spencer | 5.80 | 650.00 | 3770.00 |
| 10/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone class members to prepare for class certification motion. | | | 0.00 | | |
| 120107 | TIME | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 10/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with putative class members. | | | 0.00 | | |
| 120108 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 10/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 120252 | TIME | R. Spencer | 2.40 | 650.00 | 1560.00 |
| 10/7/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with putative class members. | | | 0.00 | | |
| 120264 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 10/9/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Forward certification orders to S. Bernstein. | | | 0.00 | | |
| 120265 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 10/9/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Respond to e-mail from S. Bernstein regarding representation agreement for Plaintiff Gurule. | | | 0.00 | | |
| 120271 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 10/10/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review representation agreement for Plaintiff Gurule. | | | 0.00 | | |
| 120279 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 10/11/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with A. Barnes re motion to amend complaint. | | | 0.00 | | |
| 120288 | TIME | R. Spencer | 1.70 | 650.00 | 1105.00 |
| 10/14/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit complaint to add additional Plaintiff. | | | 0.00 | | |

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| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 120289 | R. Spencer | 0.30 | 650.00 | 195.00 |
| 10/14/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Edit representation agreement for Plaintiff Gurule; telephone plaintiff Gurule. | | 0.00 | | |
| 120336 | R. Spencer | 1.30 | 650.00 | 845.00 |
| 10/15/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Proofread and edit third amended complaint; provide to E. Grover. | | 0.00 | | |
| 120338 | R. Spencer | 1.10 | 650.00 | 715.00 |
| 10/15/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft discovery. | | 0.00 | | |
| 120407 | R. Spencer | 0.10 | 650.00 | 65.00 |
| 10/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| E-mail opposing counsel regarding wage statements. | | 0.00 | | |
| 120409 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 10/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Interview putative class member. | | 0.00 | | |
| 120517 | R. Spencer | 0.10 | 650.00 | 65.00 |
| 10/21/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| E-mail opposing counsel. | | 0.00 | | |
| 120521 | R. Spencer | 0.40 | 650.00 | 260.00 |
| 10/22/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone call with A. Barnes regarding class certification brief. | | 0.00 | | |
| 120522 | R. Spencer | 5.80 | 650.00 | 3770.00 |
| 10/22/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review class certification brief; edit. | | 0.00 | | |
| 120527 | R. Spencer | 6.10 | 650.00 | 3965.00 |
| 10/24/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review deposition transcripts; edit class | | 0.00 | | |

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| Description | | Reference | Variance | | |
| certification brief; add evidence citations. | | | | | |
| 120530 | TIME | R. Spencer | 6.60 | 650.00 | 4290.00 |
| 10/25/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit class certification brief; add citations for evidence. | | | 0.00 | | |
| 120536 | TIME | R. Spencer | 2.80 | 650.00 | 1820.00 |
| 10/28/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft putative class member declarations. | | | 0.00 | | |
| 120539 | TIME | R. Spencer | 3.70 | 650.00 | 2405.00 |
| 10/29/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft putative class member declarations. | | | 0.00 | | |
| 120541 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 10/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 120547 | TIME | R. Spencer | 1.20 | 650.00 | 780.00 |
| 10/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Gurule; draft declaration in support of class certification. | | | 0.00 | | |
| 120548 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 10/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft putative class member declarations. | | | 0.00 | | |
| 120549 | TIME | R. Spencer | 1.20 | 650.00 | 780.00 |
| 10/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft putative class member declarations; proofread; send to co-counsel for review. | | | 0.00 | | |
| 120552 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 10/30/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition corrections. | | | 0.00 | | |
| 120550 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 10/31/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |

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| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Conference call with co-counsel re class certification brief. | | | 0.00 | | |
| 120555 | TIME | R. Spencer | 4.50 | 650.00 | 2925.00 |
| 10/31/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review current draft of class certification brief; edit same. | | | 0.00 | | |
| 120564 | TIME | R. Spencer | 1.30 | 650.00 | 845.00 |
| 11/1/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit class certification brief. | | | 0.00 | | |
| 120565 | TIME | R. Spencer | 4.70 | 650.00 | 3055.00 |
| 11/2/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit class certification brief; edit citations to evidence. | | | 0.00 | | |
| 120576 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 11/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review client produced wage statements for inadvertently produced documents. | | | 0.00 | | |
| 120580 | TIME | R. Spencer | 1.40 | 650.00 | 910.00 |
| 11/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Interview Plaintiff Parker re declaration in support of class certification. | | | 0.00 | | |
| 120581 | TIME | R. Spencer | 1.00 | 650.00 | 650.00 |
| 11/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft Plaintiff Parker declaration in support of class certification. | | | 0.00 | | |
| 120582 | TIME | R. Spencer | 3.40 | 650.00 | 2210.00 |
| 11/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit putative class member declarations in support of class certification. | | | 0.00 | | |
| 120600 | TIME | R. Spencer | 1.30 | 650.00 | 845.00 |
| 11/5/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and reproduce wage statements to correct | | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| <hr/> | | | | |
| inadvertent production. | | | | |
| 120601 | TIME | R. Spencer | 0.50 | 650.00 |
| 11/5/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Review Defendant's opposition to Plaintiff's motion to file third amended complaint. | | | 0.00 | 325.00 |
| 120603 | TIME | R. Spencer | 0.10 | 650.00 |
| 11/5/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| E-mail opposing counsel regarding status of supplementing interrogatory response. | | | 0.00 | 65.00 |
| 120653 | TIME | R. Spencer | 3.00 | 650.00 |
| 11/5/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Telephone class members to get declarations. | | | 0.00 | 1950.00 |
| 120654 | TIME | R. Spencer | 1.30 | 650.00 |
| 11/5/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Interview Plaintiff Parker to edit declaration. | | | 0.00 | 845.00 |
| 120655 | TIME | R. Spencer | 1.70 | 650.00 |
| 11/5/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Draft Plaintiff Parker's declaration; review Plaintiff's documents to make sure dates are correct. | | | 0.00 | 1105.00 |
| 121107 | TIME | R. Spencer | 0.80 | 650.00 |
| 11/6/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Review reply regarding motion to amend complaint; send to E. Grover for review. | | | 0.00 | 520.00 |
| 121109 | TIME | R. Spencer | 2.70 | 650.00 |
| 11/6/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Edit class certification brief. | | | 0.00 | 1755.00 |
| 121110 | TIME | R. Spencer | 1.20 | 650.00 |
| 11/7/2019 | Other | | 0.00 | T@1 |
| WIP | Cherne | | 0.00 | |
| Finalize and file reply in support of motion for leave to file third amended complaint. | | | 0.00 | 780.00 |

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| Slip ID | Timekeeper | Units | Rate | Slip Value | |
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| Dates and Time | Activity | DNB Time | Rate Info | | |
| Posting Status | Client | Est. Time | Bill Status | | |
| Description | Reference | Variance | | | |
| 121111 | TIME | R. Spencer | 3.80 | 650.00 | 2470.00 |
| 11/7/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Finalize putative class member declarations; telephone declarants; send to them for signature via docusing. | | 0.00 | | | |
| 121112 | TIME | R. Spencer | 2.20 | 650.00 | 1430.00 |
| 11/7/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Finalizing exhibits and preparing deposition excerpts. | | 0.00 | | | |
| 121113 | TIME | R. Spencer | 3.50 | 650.00 | 2275.00 |
| 11/7/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Edit class certification brief. | | 0.00 | | | |
| 121115 | TIME | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 11/8/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Cite check class certification brief. | | 0.00 | | | |
| 121117 | TIME | R. Spencer | 5.70 | 650.00 | 3705.00 |
| 11/9/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Edit class certification brief; send to E. Grover for review. | | 0.00 | | | |
| 121118 | TIME | R. Spencer | 3.80 | 650.00 | 2470.00 |
| 11/11/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Edit class certification brief; add cites from putative class member declarations. | | 0.00 | | | |
| 121119 | TIME | R. Spencer | 4.00 | 650.00 | 2600.00 |
| 11/11/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Create table of evidence to attach as an exhibit. | | 0.00 | | | |
| 121120 | TIME | R. Spencer | 1.70 | 650.00 | 1105.00 |
| 11/11/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |
| Finalize class certification exhibits. | | 0.00 | | | |
| 121121 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 11/12/2019 | Other | 0.00 | T@1 | | |
| WIP | Cherne | 0.00 | | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Edit Grover declaration to account for supplemental response provided by Defendant; create exhibit. | | | 0.00 | | |
| 121122 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 11/12/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit class certification brief; fix typographical errors. | | | 0.00 | | |
| 121124 | TIME | R. Spencer | 1.60 | 650.00 | 1040.00 |
| 11/12/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Filing class certification motion. | | | 0.00 | | |
| 121132 | TIME | R. Spencer | 1.80 | 650.00 | 1170.00 |
| 11/14/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Receive e-mail from opposing counsel stating Defendant desires to depose the putative class members who signed declarations in support of class certification; telephone deponents; attempt to schedule depositions. | | | 0.00 | | |
| 121134 | TIME | R. Spencer | 0.90 | 650.00 | 585.00 |
| 11/14/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker; assemble documents and send her information relating to her deposition and hotel reservations. | | | 0.00 | | |
| 121138 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 11/15/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Legal research regarding witness fees for federal court; e-mail opposing counsel regarding deposition location and witness fees for putative class member depositions. | | | 0.00 | | |
| 121141 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 11/15/2019 | | Other | 0.50 | T@1 | |
| WIP | | Cherne | 0.00 | Do Not Bill | |
| Telephone calls with class members to arrange depositions. | | | 0.00 | | |
| 121160 | TIME | R. Spencer | 7.00 | 650.00 | 4550.00 |
| 11/20/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for deposition of Plaintiff Parker. | | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 121161 | TIME | R. Spencer | 8.00 | 650.00 | 5200.00 |
| 11/21/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Deposition of Plaintiff Parker. | | | 0.00 | | |
| 121164 | TIME | R. Spencer | 1.70 | 650.00 | 1105.00 |
| 11/23/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for putative class member depositions. | | | 0.00 | | |
| 121169 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 11/27/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with deponents; e-mail opposing counsel regarding inability to change deposition dates; make travel arrangements for LA depositions. | | | 0.00 | | |
| 121167 | TIME | R. Spencer | 6.80 | 650.00 | 4420.00 |
| 12/1/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for depositions of putative class members. | | | 0.00 | | |
| 121208 | TIME | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 12/2/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Meeting with Plaintiff Gurule regarding depo prep. | | | 0.00 | | |
| 121209 | TIME | R. Spencer | 4.30 | 650.00 | 2795.00 |
| 12/2/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Deposition of Paintiff Gurule. | | | 0.00 | | |
| 121210 | TIME | R. Spencer | 0.80 | 650.00 | 520.00 |
| 12/2/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare E. Weber for deposition. | | | 0.00 | | |
| 121211 | TIME | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 12/2/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Deposition of E. Weber. | | | 0.00 | | |
| 121219 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 12/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with deponent C. Gray. | | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 121222 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 12/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Gurule. | | | 0.00 | | |
| 121223 | TIME | R. Spencer | 1.70 | 650.00 | 1105.00 |
| 12/3/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with J. Asiegbu; prepare witness for deposition. | | | 0.00 | | |
| 121229 | TIME | R. Spencer | 2.30 | 650.00 | 1495.00 |
| 12/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for depositions of C. Gray and J. Asiegbu. | | | 0.00 | | |
| 121438 | TIME | R. Spencer | 4.00 | 650.00 | 2600.00 |
| 12/4/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Travel to Los Angeles for depositions. | | | 0.00 | | |
| 121441 | TIME | R. Spencer | 8.00 | 650.00 | 5200.00 |
| 12/5/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Depositions of C. Gray and J. Asiegbu. | | | 0.00 | | |
| 121442 | TIME | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 12/5/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Travel home from depositions of C. Gray and J. Asiegbu. | | | 0.00 | | |
| 121450 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 12/9/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review state court case management deadlines; draft stipulation to continue case management conference, send to opposing counsel for review. | | | 0.00 | | |
| 121460 | TIME | R. Spencer | 1.30 | 650.00 | 845.00 |
| 12/10/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Itemize costs for putative class member witness fee checks; assemble applicable receipts; telephone deponents to gather receipts; send to opposing counsel for review. | | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 121960 | R. Spencer | 0.20 | 650.00 | 130.00 |
| 12/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review case management order; notify opposing counsel that state court case management conference has been continued. | | 0.00 | | |
| 121964 | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 12/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review declarations filed by Defendant in opposition to motion for class certification; review whether their contact information was provided to Plaintiff by Defendant. | | 0.00 | | |
| 121967 | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 12/16/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review and analyze Defendant's opposition to Plaintiff's motion for class certification. | | 0.00 | | |
| 121968 | R. Spencer | 2.50 | 650.00 | 1625.00 |
| 12/17/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Review Plaintiff Parker's deposition transcript. | | 0.00 | | |
| 121969 | R. Spencer | 0.40 | 650.00 | 260.00 |
| 12/17/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft cover letter to Plaintiff Parker. | | 0.00 | | |
| 121971 | R. Spencer | 0.20 | 650.00 | 130.00 |
| 12/17/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Telephone Plaintiff Parker. | | 0.00 | | |
| 122036 | R. Spencer | 0.70 | 650.00 | 455.00 |
| 12/24/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Conference call regarding reply. | | 0.00 | | |
| 122050 | R. Spencer | 0.80 | 650.00 | 520.00 |
| 12/27/2019 | Other | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft Request for Production, Set Five. | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 122160 | TIME | R. Spencer | 1.10 | 650.00 | 715.00 |
| 12/31/2019 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone and obtain information from putative class member deponents so Defendant can process their witness fee checks. | | | 0.00 | | |
| 122436 | TIME | R. Spencer | 5.00 | 650.00 | 3250.00 |
| 1/9/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review draft of reply brief; add in citations; send to S. Bernstein for review. | | | 0.00 | | |
| 122437 | TIME | R. Spencer | 1.40 | 650.00 | 910.00 |
| 1/9/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Assemble exhibits for reply brief; mark deposition transcripts to attach as exhibits; send e-mail to A. Barnes regarding additional exhibits. | | | 0.00 | | |
| 122447 | TIME | R. Spencer | 0.80 | 650.00 | 520.00 |
| 1/9/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review spreadsheet produced by Defendant for deponents Coronel, Gibbs, and Preston. | | | 0.00 | | |
| 122445 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 1/10/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| E-mail E. Grover regarding wage statements produced by Defendant for deponents. | | | 0.00 | | |
| 122451 | TIME | R. Spencer | 5.00 | 650.00 | 3250.00 |
| 1/13/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalizing class certification reply brief; finalizing exhibits; cite checking; file same. | | | 0.00 | | |
| 122893 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 2/4/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| E-mail opposing counsel regarding status of witness fee checks. | | | 0.00 | | |
| 122952 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 2/20/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Peter Dion-Kindem regarding | | | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| case he filed titled Swangler v. Cherne; update E. Grover and co-counsel. | | | | | |
| 123732 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 3/16/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| E-mail opposing counsel regarding witness fee checks. | | | 0.00 | | |
| 123733 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 3/16/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with J. Asiegbu. | | | 0.00 | | |
| 123741 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 3/18/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| E-mails with opposing counsel and our accountant to see if can wire witness fee checks. | | | 0.00 | | |
| 123742 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 3/18/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with class certification witnesses to see who received checks and who did not. | | | 0.00 | | |
| 123756 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 3/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Receive witness fees checks; telephone witnesses; mail same. | | | 0.00 | | |
| 123840 | TIME | R. Spencer | 3.00 | 650.00 | 1950.00 |
| 4/1/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and analyze Cherne motion for summary judgement. | | | 0.00 | | |
| 123842 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 4/1/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Respond to e-mail from Plaintiff Gurule. | | | 0.00 | | |
| 123850 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 4/2/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with putative class member. | | | 0.00 | | |

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| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 123917 | R. Spencer | 0.50 | 650.00 | 325.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/6/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Conference call with co-counsel regarding motion for summary judgment. | | 0.00 | | |
| 123919 | R. Spencer | 1.00 | 650.00 | 650.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/6/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Prepare for conference call with co-counsel on motion for summary judgment. | | 0.00 | | |
| 124100 | R. Spencer | 2.40 | 650.00 | 1560.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/12/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Review Defendant's citations to dispute issues of fact. | | 0.00 | | |
| 124101 | R. Spencer | 6.00 | 650.00 | 3900.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/13/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Review Defendant's citations to dispute issues of fact; review Plaintiff Gurule's transcript; edit outline of opposition. | | 0.00 | | |
| 124109 | R. Spencer | 0.40 | 650.00 | 260.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/14/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Review E. Grover's edits to outline for MSJ opposition; respond to questions. | | 0.00 | | |
| 124334 | R. Spencer | 5.50 | 650.00 | 3575.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/22/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Edit opposition to Defendant's motion for summary judgment. | | 0.00 | | |
| 124358 | R. Spencer | 0.20 | 650.00 | 130.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/27/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Obtain cases for E. Grover regarding opposition to Defendant's motion for summary judgment. | | 0.00 | | |
| 124364 | R. Spencer | 1.10 | 650.00 | 715.00 |
| TIME | Other | 0.00 | T@1 | |
| 4/27/2020 | Cherne | 0.00 | | |
| WIP | | 0.00 | | |
| Draft E. Grover declaration in opposition to MSJ. | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 124365 | TIME | R. Spencer | 2.50 | 650.00 | 1625.00 |
| 4/27/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft Parker Declaration in support of opposition to Defendant's motion for summary judgment; review deposition transcripts. | | | 0.00 | | |
| 124366 | TIME | R. Spencer | 4.40 | 650.00 | 2860.00 |
| 4/27/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review draft of opposition to Defendant's motion for summary judgment; review deposition transcripts for citations. | | | 0.00 | | |
| 124373 | TIME | R. Spencer | 4.50 | 650.00 | 2925.00 |
| 4/29/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition excerpts and exhibits in support of opposition to motion for summary judgment. | | | 0.00 | | |
| 124375 | TIME | R. Spencer | 0.60 | 650.00 | 390.00 |
| 4/30/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit opposition to motion for summary judgment; correct citations. | | | 0.00 | | |
| 124399 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 5/4/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft stipulation to continue case management conference; review covid related orders; send stipulation to opposing counsel for review. | | | 0.00 | | |
| 124401 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 5/4/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Respond to e-mails from Plaintiff Gurule. | | | 0.00 | | |
| 124413 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 5/6/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize and file stipulation to move state case management conference. | | | 0.00 | | |
| 125456 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 6/17/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review joint submission for summary judgment | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| hearing date. | | | | | |
| 126316 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 7/15/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Respond to e-mail from Plaintiff Gurule. | | | 0.00 | | |
| 127419 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 10/5/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Check state court docket; draft stipulation to continue case management conference; e-mail to Defendant for review; receive permission to file. | | | 0.00 | | |
| 127877 | TIME | R. Spencer | 1.00 | 650.00 | 650.00 |
| 10/27/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft joint case management statement and declaration for Alameda superior court addressing issue with filing. | | | 0.00 | | |
| 127969 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 10/30/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Putative class member. | | | 0.00 | | |
| 127970 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 10/30/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize and file state court case management statement. | | | 0.00 | | |
| 128311 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 11/9/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review tentative; e-mail tentative to opposing counsel. | | | 0.00 | | |
| 128697 | TIME | R. Spencer | 1.90 | 650.00 | 1235.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review class certification decision; research procedure for appeal; send e-mail regarding same to E. Grover and S. Bernstein. | | | 0.00 | | |
| 128699 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Review third amended complaint draft and class certification order; telephone Plaintiff Gurule; e-mail class certification order and draft of third amended complaint to Plaintiff Gurule. | | | 0.00 | | |
| 128701 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| E-mail Plaintiff Parker. | | | 0.00 | | |
| 128702 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Prepare for conference call with E. Grover and S. Bernstein regarding class certification and appeal. | | | 0.00 | | |
| 128703 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conference call with E. Grover and S. Bernstein regarding class certification and appeal. | | | 0.00 | | |
| 128704 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 128706 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| File third amended complaint. | | | 0.00 | | |
| 128711 | TIME | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 11/23/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Research whether can appeal class certification decision at the end of a case. | | | 0.00 | | |
| 128725 | TIME | R. Spencer | 3.50 | 650.00 | 2275.00 |
| 11/24/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Research cases of successful petitions for permission to appeal class certification where class was then certified. | | | 0.00 | | |
| 128728 | TIME | R. Spencer | 1.90 | 650.00 | 1235.00 |
| 11/25/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Research Fed. Rule Civ Pro. 23(f) standard and examples of successful petition and example of class certification being overruled after denial; e-mail E. Grover and S. Berstein regarding same. | | | 0.00 | | |
| 128964 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 12/1/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review draft of case management statement; accept opposing counsel's changes; file same. | | | 0.00 | | |
| 129287 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 12/7/2020 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Respond to e-mail from opposing counsel; perform compare of second amended complaint and third amended complaint; review and forward to opposing counsel. | | | 0.00 | | |
| 131116 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 2/23/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Gurule. | | | 0.00 | | |
| 131117 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 2/23/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 132409 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 4/29/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 132708 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 5/24/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with class member. | | | 0.00 | | |
| 132882 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 5/27/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with Plaintiff Gurule; obtain signature on settlement agreement. | | | 0.00 | | |
| 132883 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 5/27/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Telephone call with Plaintiff Parker; obtain signature on same. | | | 0.00 | | |
| 133910 | TIME | R. Spencer | 0.30 | 650.00 | 195.00 |
| 7/7/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with class member. | | | 0.00 | | |
| 133925 | TIME | R. Spencer | 1.00 | 650.00 | 650.00 |
| 7/9/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with class members. | | | 0.00 | | |
| 133947 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 7/12/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with class member. | | | 0.00 | | |
| 134187 | TIME | R. Spencer | 0.40 | 650.00 | 260.00 |
| 7/20/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with class member. | | | 0.00 | | |
| 134411 | TIME | R. Spencer | 0.50 | 650.00 | 325.00 |
| 7/22/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with class member. | | | 0.00 | | |
| 134415 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 7/23/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft Spencer declaration in support of preliminary approval; upload settlement documents to the LWDA . | | | 0.00 | | |
| 134684 | TIME | R. Spencer | 0.80 | 650.00 | 520.00 |
| 8/5/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Research filing errata regarding joint schedule; e-mail E. Grover regarding same; assist staff with correcting filing; e-mail docket correction clerk. | | | 0.00 | | |
| 134976 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 8/25/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review e-mails regarding notice. | | | 0.00 | | |

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|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 135339 | TIME | R. Spencer | 2.00 | 650.00 | 1300.00 |
| 8/31/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review file; begin working on calculations of how much Plaintiffs are owed for individual claims. | | | 0.00 | | |
| 135469 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 9/2/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Work on Plaintiff's damage calculations for Gurule. | | | 0.00 | | |
| 135505 | TIME | R. Spencer | 2.30 | 650.00 | 1495.00 |
| 9/9/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft Plaintiff Parker declaration in support of incentive payment; review timeslips and file to make sure accurate. | | | 0.00 | | |
| 135506 | TIME | R. Spencer | 0.10 | 650.00 | 65.00 |
| 9/9/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker. | | | 0.00 | | |
| 135507 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 9/9/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Gurule. | | | 0.00 | | |
| 135509 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 9/10/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with Plaintiff Parker. | | | 0.00 | | |
| 135510 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 9/10/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone calls with Plaintiff Gurule. | | | 0.00 | | |
| 135511 | TIME | R. Spencer | 4.20 | 650.00 | 2730.00 |
| 9/10/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft Plaintiff Gurule's declaration in support of motion for incentive award; legal research regarding prevailing wage; add additional calculations; review with Plaintiff Gurule and send to E. Grover for review. | | | 0.00 | | |

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 135512 | TIME | R. Spencer | 2.20 | 650.00 | 1430.00 |
| 9/10/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Edit Plaintiff Parker's declaration in support of incentive payment; legal research regarding payment at the prevailing wage; review with Plaintiff; send to E. Grover for review. | | | 0.00 | | |
| 135514 | TIME | R. Spencer | 0.70 | 650.00 | 455.00 |
| 9/13/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review E. Grover edits to Plaintiffs' declarations in support of incentive payments; finalize; send to Plaintiffs via docusign. | | | 0.00 | | |
| 135552 | TIME | R. Spencer | 0.20 | 650.00 | 130.00 |
| 9/15/2021 | | Other | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Telephone call with Plaintiff Parker; receive her signed declaration in support of motion for incentive payments; e-mail same to E. Grover. | | | 0.00 | | |
| Grand Total | | | | | |
| | | Billable | 482.00 | | 313300.00 |
| | | Unbillable | 0.50 | | 325.00 |
| | | Total | 482.50 | | 313625.00 |

EXHIBIT E

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 Selection Criteria

Time.Selection Include: A. Barnes
 Clie.Selection Include: Cherne
 Slip.Classification Open

Rate Info - identifies rate source and level

| Slip ID | | Timekeeper | Units | Rate | Slip Value |
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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 120019 | TIME | A. Barnes | 4.20 | 625.00 | 2625.00 |
| 9/18/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review case file in preparation for motion for class certification; legal research regarding same. | | | 0.00 | | |
| 120020 | TIME | A. Barnes | 3.60 | 625.00 | 2250.00 |
| 9/19/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review case file in preparation for motion for class certification; legal research regarding same. | | | 0.00 | | |
| 120023 | TIME | A. Barnes | 5.80 | 625.00 | 3625.00 |
| 9/24/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review case file in preparation for motion for class certification; conference with E. Grover; conference with R. Spencer | | | 0.00 | | |
| 120343 | TIME | A. Barnes | 3.60 | 625.00 | 2250.00 |
| 10/2/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition transcripts re class certification. | | | 0.00 | | |
| 120344 | TIME | A. Barnes | 4.80 | 625.00 | 3000.00 |
| 10/3/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition transcripts re class certification. | | | 0.00 | | |
| 120345 | TIME | A. Barnes | 3.80 | 625.00 | 2375.00 |
| 10/4/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition transcripts re class certification. | | | 0.00 | | |

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|---|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 120346 | TIME | A. Barnes | 4.60 | 625.00 | 2875.00 |
| 10/8/2019 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition transcripts re class certification. | | | 0.00 | | |
| 120347 | TIME | A. Barnes | 6.70 | 625.00 | 4187.50 |
| 10/9/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review deposition transcripts; start drafting motion for class certification. | | | 0.00 | | |
| 120348 | TIME | A. Barnes | 5.40 | 625.00 | 3375.00 |
| 10/11/2019 | | Conference | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conference with R. Spencer; draft motion to amend complaint and supporting declarations. | | | 0.00 | | |
| 120349 | TIME | A. Barnes | 4.20 | 625.00 | 2625.00 |
| 10/12/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion to amend complaint and supporting declarations; legal research regarding same. | | | 0.00 | | |
| 120884 | TIME | A. Barnes | 2.40 | 625.00 | 1500.00 |
| 10/15/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion to amend complaint and supporting declarations; legal research regarding same. | | | 0.00 | | |
| 120885 | TIME | A. Barnes | 3.80 | 625.00 | 2375.00 |
| 10/16/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for class certification. | | | 0.00 | | |
| 120886 | TIME | A. Barnes | 3.70 | 625.00 | 2312.50 |
| 10/17/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for class certification. | | | 0.00 | | |
| 120887 | TIME | A. Barnes | 6.20 | 625.00 | 3875.00 |
| 10/18/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft motion for class certification. | | | 0.00 | | |

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| Dates and Time | Activity | DNB Time | Rate Info | |
| Posting Status | Client | Est. Time | Bill Status | |
| Description | Reference | Variance | | |
| 120888 | A. Barnes | 3.60 | 625.00 | 2250.00 |
| 10/20/2019 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft motion for class certification. | | 0.00 | | |
| 120889 | A. Barnes | 5.20 | 625.00 | 3250.00 |
| 10/21/2019 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft motion for class certification; Draft E. Grover declaration in support of motion for class certification | | 0.00 | | |
| 120890 | A. Barnes | 5.40 | 625.00 | 3375.00 |
| 10/22/2019 | Conference | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Conference with R. Spencer regarding motion for class certification; revise motion; draft E. Grover declaration in support of motion. | | 0.00 | | |
| 120891 | A. Barnes | 4.90 | 625.00 | 3062.50 |
| 10/23/2019 | Revise | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Revise motion for class certification; legal research regarding same; revise declarations in support of motion. | | 0.00 | | |
| 120896 | A. Barnes | 7.90 | 625.00 | 4937.50 |
| 11/4/2019 | Revise | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Revise motion for class certification; legal research regarding same; draft reply brief on motion for leave to file third amended complaint. | | 0.00 | | |
| 120897 | A. Barnes | 7.20 | 625.00 | 4500.00 |
| 11/5/2019 | Draft | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Draft reply brief on motion for leave to file third amended complaint. | | 0.00 | | |
| 120898 | A. Barnes | 5.80 | 625.00 | 3625.00 |
| 11/6/2019 | Legal Research | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |
| Legal research regarding motion for class certification; review and revise draft motion for class certification. | | 0.00 | | |
| 120899 | A. Barnes | 4.50 | 625.00 | 2812.50 |
| 11/7/2019 | Finalize | 0.00 | T@1 | |
| WIP | Cherne | 0.00 | | |

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| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| Finalize | reply brief on motion for leave; review and revise E. Grover declaration in support of motion for class certification. | | 0.00 | | |
| 121059 | TIME | A. Barnes | 1.70 | 625.00 | 1062.50 |
| 11/11/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft proposed order for class certification motion. | | | 0.00 | | |
| 122093 | TIME | A. Barnes | 0.80 | 625.00 | 500.00 |
| 12/21/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and analyze Defendant's papers opposing motion for class certification. | | | 0.00 | | |
| 122187 | TIME | A. Barnes | 2.40 | 625.00 | 1500.00 |
| 12/23/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review defendants' papers opposing motion for class certification. | | | 0.00 | | |
| 122188 | TIME | A. Barnes | 0.80 | 625.00 | 500.00 |
| 12/24/2019 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review defendants' papers opposing motion for class certification. | | | 0.00 | | |
| 122189 | TIME | A. Barnes | 5.70 | 625.00 | 3562.50 |
| 12/28/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft detailed outline for reply on motion for class certification. | | | 0.00 | | |
| 122190 | TIME | A. Barnes | 5.30 | 625.00 | 3312.50 |
| 12/29/2019 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Legal research re reply on motion for class certification. | | | 0.00 | | |
| 122392 | TIME | A. Barnes | 6.20 | 625.00 | 3875.00 |
| 1/7/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Start reply brief on motion for class certification. | | | 0.00 | | |

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2:37 PMKeller Grover LLP
Slip Listing

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|---|------|-----------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 122393 | TIME | A. Barnes | 6.30 | 625.00 | 3937.50 |
| 1/8/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft reply brief on motion for class certification. | | | 0.00 | | |
| 122394 | TIME | A. Barnes | 1.20 | 625.00 | 750.00 |
| 1/9/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft reply brief on motion for class certification. | | | 0.00 | | |
| 122395 | TIME | A. Barnes | 0.50 | 625.00 | 312.50 |
| 1/10/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft supplemental E. Grover declaration. | | | 0.00 | | |
| 122396 | TIME | A. Barnes | 2.60 | 625.00 | 1625.00 |
| 1/11/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review Kniss, Coronel, and Gibbs deposition transcripts; draft memo re: same. | | | 0.00 | | |
| 123868 | TIME | A. Barnes | 0.60 | 625.00 | 375.00 |
| 3/24/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review hearing transcript from class certification hearing. | | | 0.00 | | |
| 124127 | TIME | A. Barnes | 4.10 | 625.00 | 2562.50 |
| 4/5/2020 | | Review | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and analyze Defendant's motion for summary judgment and supporting papers. | | | 0.00 | | |
| 124126 | TIME | A. Barnes | 0.90 | 625.00 | 562.50 |
| 4/6/2020 | | Conference Call | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Conference call re opposition to MSJ. | | | 0.00 | | |
| 124125 | TIME | A. Barnes | 3.50 | 625.00 | 2187.50 |
| 4/7/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Legal research and draft detailed outline for opposition to MSJ. | | | 0.00 | | |
| 124124 | TIME | A. Barnes | 2.30 | 625.00 | 1437.50 |
| 4/8/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Continue drafting detailed outline for opposition to | | | 0.00 | | |

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2:37 PMKeller Grover LLP
Slip Listing

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| MSJ. | | | | | |
| 124123 | TIME | A. Barnes | 4.50 | 625.00 | 2812.50 |
| 4/9/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Finalize detailed outline for opposition to MSJ. | | | 0.00 | | |
| 124122 | TIME | A. Barnes | 8.30 | 625.00 | 5187.50 |
| 4/10/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Start drafting for opposition to MSJ. | | | 0.00 | | |
| 124217 | TIME | A. Barnes | 3.60 | 625.00 | 2250.00 |
| 4/16/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to MSJ. | | | 0.00 | | |
| 124218 | TIME | A. Barnes | 6.70 | 625.00 | 4187.50 |
| 4/17/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to MSJ. | | | 0.00 | | |
| 124219 | TIME | A. Barnes | 6.40 | 625.00 | 4000.00 |
| 4/18/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to MSJ. | | | 0.00 | | |
| 124221 | TIME | A. Barnes | 8.20 | 625.00 | 5125.00 |
| 4/19/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to MSJ. | | | 0.00 | | |
| 124222 | TIME | A. Barnes | 9.20 | 625.00 | 5750.00 |
| 4/20/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to MSJ. | | | 0.00 | | |
| 124223 | TIME | A. Barnes | 1.70 | 625.00 | 1062.50 |
| 4/21/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft opposition to MSJ. | | | 0.00 | | |
| 124224 | TIME | A. Barnes | 3.30 | 625.00 | 2062.50 |
| 4/23/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise opposition to MSJ; legal research. | | | 0.00 | | |

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2:37 PMKeller Grover LLP
Slip Listing

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| Slip ID | | Timekeeper | Units | Rate | Slip Value |
|--|------|------------|-----------|-------------|------------|
| Dates and Time | | Activity | DNB Time | Rate Info | |
| Posting Status | | Client | Est. Time | Bill Status | |
| Description | | Reference | Variance | | |
| 124225 | TIME | A. Barnes | 7.20 | 625.00 | 4500.00 |
| 4/25/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise opposition to MSJ; legal research. | | | 0.00 | | |
| 124226 | TIME | A. Barnes | 3.60 | 625.00 | 2250.00 |
| 4/26/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise opposition to MSJ; legal research. | | | 0.00 | | |
| 124730 | TIME | A. Barnes | 3.10 | 625.00 | 1937.50 |
| 4/28/2020 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise opposition to MSJ. | | | 0.00 | | |
| 124731 | TIME | A. Barnes | 3.60 | 625.00 | 2250.00 |
| 4/29/2020 | | Revise | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Review and revise opposition to MSJ. | | | 0.00 | | |
| 124906 | TIME | A. Barnes | 3.40 | 625.00 | 2125.00 |
| 5/20/2020 | | Draft | 0.00 | T@1 | |
| WIP | | Cherne | 0.00 | | |
| Draft administrative motion to move date of MSJ hearing and supporting papers. | | | 0.00 | | |
| Grand Total | | | | | |
| | | Billable | 225.00 | | 140625.00 |
| | | Unbillable | 0.00 | | 0.00 |
| | | Total | 225.00 | | 140625.00 |

EXHIBIT F

Transactions by Account

All Transactions

| Date | Name | Account | Class | Paid Amount |
|---|---------------------------------|------------------------------|--------|-------------|
| 1900 - Case Expenses Receivable | | | | |
| 1907 - \$Delivery | | | | |
| 10/07/2020 | Western Messenger Service, Inc. | 1907 - \$Delivery | Cherne | 166.24 |
| 10/30/2020 | Western Messenger Service, Inc. | 1907 - \$Delivery | Cherne | 34.52 |
| Total 1907 - \$Delivery | | | | 200.76 |
| 1910 - \$FedEx | | | | |
| 05/03/2018 | FedEx | 1910 - \$FedEx | Cherne | 20.76 |
| 05/27/2018 | FedEx | 1910 - \$FedEx | Cherne | 20.86 |
| 02/14/2019 | FedEx | 1910 - \$FedEx | Cherne | 21.78 |
| 02/21/2019 | FedEx | 1910 - \$FedEx | Cherne | 21.78 |
| 02/22/2019 | FedEx | 1910 - \$FedEx | Cherne | 21.78 |
| 07/08/2019 | FedEx | 1910 - \$FedEx | Cherne | 21.99 |
| 09/16/2019 | FedEx | 1910 - \$FedEx | Cherne | 179.08 |
| 09/25/2019 | FedEx | 1910 - \$FedEx | Cherne | 194.46 |
| 10/21/2019 | FedEx | 1910 - \$FedEx | Cherne | 38.65 |
| 10/21/2019 | FedEx | 1910 - \$FedEx | Cherne | 21.57 |
| 11/18/2019 | FedEx | 1910 - \$FedEx | Cherne | 28.16 |
| 01/03/2020 | FedEx | 1910 - \$FedEx | Cherne | 73.58 |
| 01/03/2020 | FedEx | 1910 - \$FedEx | Cherne | 27.62 |
| 01/03/2020 | FedEx | 1910 - \$FedEx | Cherne | 44.70 |
| 01/17/2020 | FedEx | 1910 - \$FedEx | Cherne | 22.94 |
| 06/19/2020 | FedEx | 1910 - \$FedEx | Cherne | 27.76 |
| 11/05/2020 | FedEx | 1910 - \$FedEx | Cherne | 28.68 |
| 06/13/2021 | FedEx | 1910 - \$FedEx | Cherne | 31.06 |
| Total 1910 - \$FedEx | | | | 847.21 |
| 1913 - \$Filing & Court Fees | | | | |
| 12/18/2017 | LWDA | 1913 - \$Filing & Court Fees | Cherne | 75.00 |
| 02/15/2018 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 1,542.31 |
| 02/25/2018 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 105.00 |
| 03/01/2018 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 40.00 |
| 03/09/2018 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 20.00 |
| 04/25/2018 | COURT CALL LLC | 1913 - \$Filing & Court Fees | Cherne | 86.00 |
| 04/26/2018 | COURT CALL LLC | 1913 - \$Filing & Court Fees | Cherne | -86.00 |
| 10/31/2018 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 96.52 |
| 11/04/2018 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 76.50 |
| 02/22/2019 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 111.66 |
| 06/13/2019 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 111.66 |
| 06/20/2019 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 91.75 |
| 09/19/2019 | COURT CALL LLC | 1913 - \$Filing & Court Fees | Cherne | 35.00 |
| 12/15/2019 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 111.66 |
| 05/15/2020 | One Legal, Inc. | 1913 - \$Filing & Court Fees | Cherne | 85.66 |
| Total 1913 - \$Filing & Court Fees | | | | 2,502.72 |
| 1920 - \$Airfare | | | | |
| 09/06/2019 | United Air | 1920 - \$Airfare | Cherne | 867.30 |
| 12/18/2019 | Robert Spencer (Exp Reimb) | 1920 - \$Airfare | Cherne | 319.96 |

Transactions by Account

All Transactions

| Date | Name | Account | Class | Paid Amount |
|--------------------------------|----------------------------|-------------------------|--------|-------------|
| Total 1920 · \$Airfare | | | | 1,187.26 |
| 1926 · \$Hotel | | | | |
| 05/02/2019 | Worldmark The Club | 1926 · \$Hotel | Cherne | 165.59 |
| 09/04/2019 | Hotel.com | 1926 · \$Hotel | Cherne | 1,308.84 |
| 11/12/2019 | Hotel.com | 1926 · \$Hotel | Cherne | 290.59 |
| 11/24/2019 | Hotel.com | 1926 · \$Hotel | Cherne | 265.53 |
| Total 1926 · \$Hotel | | | | 2,030.55 |
| 1930 · \$Transportation | | | | |
| 12/10/2019 | Beatrice Parker | 1930 · \$Transportation | Cherne | 35.38 |
| 12/10/2019 | Beatrice Parker | 1930 · \$Transportation | Cherne | 14.00 |
| 02/22/2021 | | 1930 · \$Transportation | Cherne | 109.76 |
| Total 1930 · \$Transportation | | | | 159.14 |
| 1936 · \$Meals | | | | |
| 10/09/2019 | Robert Spencer (Exp Reimb) | 1936 · \$Meals | Cherne | 112.79 |
| 12/18/2019 | Robert Spencer (Exp Reimb) | 1936 · \$Meals | Cherne | 153.85 |
| 01/12/2020 | ToGo's | 1936 · \$Meals | Cherne | 11.40 |
| 02/24/2021 | Mr Pickles | 1936 · \$Meals | Cherne | 14.57 |
| 02/24/2021 | Starbucks | 1936 · \$Meals | Cherne | 2.95 |
| Total 1936 · \$Meals | | | | 295.56 |
| 1940 · \$Transcript | | | | |
| 11/27/2019 | The Souza Group | 1940 · \$Transcript | Cherne | 1,225.50 |
| 12/11/2019 | The Souza Group | 1940 · \$Transcript | Cherne | 1,213.79 |
| 12/11/2019 | The Souza Group | 1940 · \$Transcript | Cherne | 1,121.63 |
| 12/17/2019 | | 1940 · \$Transcript | Cherne | -3,500.00 |
| Total 1940 · \$Transcript | | | | 60.92 |
| 1944 · \$Parking | | | | |
| 05/15/2019 | GOLDEN GATEWAY GARAGE | 1944 · \$Parking | Cherne | 20.00 |
| 12/18/2019 | Robert Spencer (Exp Reimb) | 1944 · \$Parking | Cherne | 70.00 |
| 01/12/2020 | PARKING Concept | 1944 · \$Parking | Cherne | 8.00 |
| 02/28/2020 | CITY OF OAKLAND OL PRK CI | 1944 · \$Parking | Cherne | 16.00 |
| 04/01/2020 | | 1944 · \$Parking | Cherne | -35.00 |
| Total 1944 · \$Parking | | | | 79.00 |
| 1952 · \$Photocopies | | | | |
| 03/24/2020 | Diane E Skillman | 1952 · \$Photocopies | Cherne | 25.50 |
| 02/17/2021 | | 1952 · \$Photocopies | Cherne | 2,007.80 |
| 09/07/2021 | | 1952 · \$Photocopies | Cherne | 1,788.60 |
| Total 1952 · \$Photocopies | | | | 3,821.90 |
| 1956 · \$Postage | | | | |
| 03/01/2018 | | 1956 · \$Postage | Cherne | 7.02 |
| 05/31/2018 | | 1956 · \$Postage | Cherne | 2.47 |
| 08/31/2018 | | 1956 · \$Postage | Cherne | 8.50 |
| 11/30/2018 | | 1956 · \$Postage | Cherne | 1.15 |
| 02/28/2019 | | 1956 · \$Postage | Cherne | 0.68 |
| 09/11/2019 | | 1956 · \$Postage | Cherne | 9.10 |
| 09/11/2019 | USPS | 1956 · \$Postage | Cherne | 150.00 |

Transactions by Account

All Transactions

| Date | Name | Account | Class | Paid Amount |
|---------------------------------|-----------------------|-------------------|--------|-------------|
| 11/30/2019 | | 1956 · \$Postage | Cherne | 45.30 |
| 12/27/2019 | | 1956 · \$Postage | Cherne | 54.40 |
| 02/29/2020 | | 1956 · \$Postage | Cherne | 9.00 |
| 06/03/2020 | | 1956 · \$Postage | Cherne | 1.50 |
| 12/22/2020 | | 1956 · \$Postage | Cherne | 4.60 |
| 09/07/2021 | | 1956 · \$Postage | Cherne | 4.60 |
| Total 1956 · \$Postage | | | | 298.32 |
| 1960 · \$Research | | | | |
| 05/01/2018 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 117.93 |
| 05/10/2018 | Pacer Service Center | 1960 · \$Research | Cherne | 1.90 |
| 05/31/2018 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 155.47 |
| 08/01/2018 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 66.18 |
| 08/10/2018 | Pacer Service Center | 1960 · \$Research | Cherne | 7.70 |
| 09/01/2018 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 4.16 |
| 11/13/2018 | Pacer Service Center | 1960 · \$Research | Cherne | 1.30 |
| 02/05/2019 | Pacer Service Center | 1960 · \$Research | Cherne | 0.40 |
| 03/31/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 6.15 |
| 05/10/2019 | Pacer Service Center | 1960 · \$Research | Cherne | 1.20 |
| 06/30/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 2.50 |
| 07/31/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 41.84 |
| 08/09/2019 | Pacer Service Center | 1960 · \$Research | Cherne | 3.20 |
| 08/31/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 166.81 |
| 09/30/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 24.60 |
| 10/31/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 1.42 |
| 11/10/2019 | Pacer Service Center | 1960 · \$Research | Cherne | 11.10 |
| 11/30/2019 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 13.86 |
| 01/03/2020 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 3.38 |
| 01/31/2020 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 21.37 |
| 02/10/2020 | Pacer Service Center | 1960 · \$Research | Cherne | 16.10 |
| 02/29/2020 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 81.62 |
| 04/30/2020 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 1.74 |
| 05/11/2020 | Pacer Service Center | 1960 · \$Research | Cherne | 15.80 |
| 08/10/2020 | Pacer Service Center | 1960 · \$Research | Cherne | 10.30 |
| 11/10/2020 | Pacer Service Center | 1960 · \$Research | Cherne | 7.20 |
| 11/30/2020 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 27.18 |
| 02/10/2021 | Pacer Service Center | 1960 · \$Research | Cherne | 14.50 |
| 02/28/2021 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 266.19 |
| 03/31/2021 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 154.91 |
| 04/30/2021 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 54.52 |
| 05/10/2021 | Pacer Service Center | 1960 · \$Research | Cherne | 23.10 |
| 06/30/2021 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 6.61 |
| 07/31/2021 | LexisNexis, RELX Inc. | 1960 · \$Research | Cherne | 6.33 |
| 08/10/2021 | Pacer Service Center | 1960 · \$Research | Cherne | 15.80 |
| Total 1960 · \$Research | | | | 1,354.37 |
| 1962 · \$Court Recording | | | | |

Transactions by Account

All Transactions

| Date | Name | Account | Class | Paid Amount |
|---------------------------------------|----------------------------------|--------------------------|--------|------------------|
| 09/11/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 1,139.22 |
| 09/11/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 1,708.82 |
| 10/03/2019 | Veritext | 1962 · \$Court Recording | Cherne | 1,080.00 |
| 10/04/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 553.80 |
| 10/04/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 830.70 |
| 10/04/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 631.54 |
| 10/04/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 947.31 |
| 10/07/2019 | Veritext | 1962 · \$Court Recording | Cherne | 1,279.50 |
| 10/09/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 289.30 |
| 10/09/2019 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 433.95 |
| 10/21/2019 | Law Offices of Scot D. Bernstein | 1962 · \$Court Recording | Cherne | -8,000.00 |
| 12/31/2019 | | 1962 · \$Court Recording | Cherne | -5,723.81 |
| 01/02/2020 | | 1962 · \$Court Recording | Cherne | 5,723.81 |
| 01/27/2020 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 1,024.28 |
| 01/27/2020 | Combs Reporting, Inc. | 1962 · \$Court Recording | Cherne | 1,536.42 |
| Total 1962 · \$Court Recording | | | | 3,454.84 |
| 1964 · \$Service Fee | | | | |
| 01/07/2020 | Robert Coronel | 1964 · \$Service Fee | Cherne | 75.00 |
| 01/07/2020 | Samuel Kniss | 1964 · \$Service Fee | Cherne | 75.00 |
| 01/07/2020 | Matthew Gibbs | 1964 · \$Service Fee | Cherne | 75.00 |
| Total 1964 · \$Service Fee | | | | 225.00 |
| 1966 · \$Taxi | | | | |
| 10/09/2019 | Robert Spencer (Exp Reimb) | 1966 · \$Taxi | Cherne | 192.43 |
| 12/18/2019 | Robert Spencer (Exp Reimb) | 1966 · \$Taxi | Cherne | 82.49 |
| Total 1966 · \$Taxi | | | | 274.92 |
| 1970 · \$Telephone | | | | |
| 01/03/2020 | Vast Conference | 1970 · \$Telephone | Cherne | 5.58 |
| 04/09/2020 | Vast Conference | 1970 · \$Telephone | Cherne | 2.78 |
| Total 1970 · \$Telephone | | | | 8.36 |
| 1977 · \$Mediation Fee | | | | |
| 02/25/2019 | JAMS, Inc. | 1977 · \$Mediation Fee | Cherne | 2,100.00 |
| 12/11/2020 | Winikow Mediation | 1977 · \$Mediation Fee | Cherne | 3,250.00 |
| Total 1977 · \$Mediation Fee | | | | 5,350.00 |
| Total 1900 · Case Expenses Receivable | | | | 22,150.83 |
| TOTAL | | | | 22,150.83 |